

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE SOUTHERN DISTRICT OF OHIO  
3 WESTERN DIVISION, CINCINNATI  
4  
5 EVERETT W. WHISMAN, et al.: Case No. C-1-02-406  
6 Plaintiffs, : Judge Beckwith  
7 V. : Magistrate Sherman  
8 ZF BATAVIA, LLC, et al., :  
9 Defendants. :

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10 Deposition of GARY VORIES, taken on  
11 Tuesday, August 12, 2003, commencing at 8:22 a.m.,  
12 at the offices of Baker & Hostetler LLP, 312 Walnut  
13 Street, Suite 3200, Cincinnati, Ohio, before  
14 Susan M. Barhorst, Notary Public.

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On behalf of Defendant Ford Motor Company:

13

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16

Cross-Examination

17

by Mr. Hunter 4, 133

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by Mr. VanWay 99

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	VORIES DEPOSITION EXHIBITS	MARKED/ IDENTIFIED
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2	2	7
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1 GARY VORIES

2 being first duly sworn, testified as follows:

3 CROSS-EXAMINATION

4 BY MR. HUNTER:

5 Q. Mr. Vories, my name is John Hunter. I  
6 think we've met before, certainly at other  
7 depositions and other matters. I know you've sat  
8 through a number of the depositions, so I think you  
9 understand basically the ground rules, but let me  
10 cover a couple real quickly here.

11 If at any time you can't hear me, you  
12 don't understand what I've said or for whatever  
13 reason, you feel you just can't fairly answer my  
14 question, please let me know and I'll fix whatever  
15 the deficiency is, okay?

16 A. Okay.

17 Q. If at any time today, if you need to  
18 take a break, just let me know. The only thing  
19 that I would ask is that if there's a question on  
20 the floor, that you answer the question before we  
21 go to the break, all right?

22 A. That's fair.

23 Q. Is there anything today that would  
24 prevent you from being able to go forward with your

1 deposition, in terms of a medical or a personal  
2 issue or otherwise?

3 A. No.

4 Q. Okay. Mr. Vories, what's your current  
5 address?

6 A. It's 3 Oakwood Lane, Alexandria,  
7 Kentucky 41001.

8 Q. And if I use the term "Ford  
9 transitional employee," you know that I mean a --  
10 an employee of ZF Batavia that came over from Ford  
11 Motor Company generally during 1999, at the time of  
12 the joint venture that created ZF Batavia?

13 A. Yes.

14 Q. Okay. And are you a transitional  
15 employee?

16 A. Yes, I am.

17 Q. And how long were you with Ford prior  
18 to joining the JV?

19 A. I started at Ford in August of '93.

20 Q. And what did you start at Ford as?

21 A. I was a maintenance supervisor, which  
22 I still am today.

23 Q. Prior to coming to Ford Motor Company,  
24 where were you employed?

1           A.     I was at General Electric in Evendale.  
2     I was a maintenance manager of their engine  
3     assembly unit.

4           Q.     And what caused you to leave GE?

5           A.     Well, when I was there, they had about  
6     25,000 people. And after about seven layoffs, an  
7     individual that was two levels higher than I was  
8     had my job. So it was a layoff situation.

9           Q.     Okay. How long had you been with GE?

10          A.     I was there approximately seven years.

11          Q.     And prior to that?

12          A.     I worked with Cinco Products in  
13     Newtown. They manufacture staples and nails and  
14     nailing units and also got in the medical business,  
15     suturing business at the time I was there. I was  
16     there about 13 years.

17          Q.     Okay. Have you ever testified before  
18     in a matter?

19          A.     No.

20          Q.     Ever been involved in any litigation  
21     of any type?

22          A.     No.

23          Q.     From the testimony that you've heard,  
24     obviously you're aware that there are issues

1 relating to certain representations or promises, I  
2 think is the term that's been used, that were made  
3 to the Ford transitional employees.

4 If you could, could you tell me kind  
5 of your thoughts with respect to the promises that  
6 were made, kind of a list, if you will?

7 A. Well, basically -- and I'll forget the  
8 listings of them, but I believe the whole thing  
9 deals with the written agreement given to us in the  
10 brochure, to transitional employees that was  
11 jointly put together by Ford and Zed-F. And it  
12 just hasn't been kept on those issues that were in  
13 that brochure what was discussed with us at -- at  
14 different meetings.

15 Q. Okay. And when you say "the  
16 brochure," you're talking about Exhibit 2? I think  
17 we've called it the gray brochure or a tri-fold  
18 brochure?

19 A. That's correct.

20 Q. Okay.

21 MR. SIMON: Off the record for just  
22 one second.

23 (Off-the-record discussion.)

24 Q. All right. We've made reference,

1 Mr. Vories, to, again, the gray brochure and that's  
2 Exhibit 2, which you have a copy of now?

3 A. Yes.

4 Q. Okay. You made comment that that was  
5 a -- I think you used a written agreement or  
6 contract, something like that?

7 A. Yes.

8 Q. In -- in your opinion, what makes that  
9 a written agreement or a contract?

10 A. Well, at the time that this meeting  
11 was held and it was explained to us in a couple  
12 different meetings that this basically was going to  
13 be what the conditions of employment were going to  
14 be, if we decided to leave Ford and go over to  
15 Zed-F as a transition employee.

16 Q. Okay. Nobody certainly used the term  
17 that it was a written contract, did they?

18 A. Basically that's the way it was  
19 interpreted by the -- most of the -- I'd say  
20 probably all of the Ford employees that were at  
21 that meeting.

22 Q. Now, how do you know that?

23 A. It was discussed between different  
24 people out on the floor. Very important decision



1 to make.

2 Q. You discussed it with all the Ford  
3 employees?

4 A. Most of them. I wouldn't say  
5 everyone, but most of them.

6 Q. Okay. Who did you discuss it with?

7 A. All the people who are in the suit,  
8 for one.

9 Q. Okay. Well, who is that? Let's run  
10 down that list.

11 A. I believe you've got a list of that.

12 Q. Okay.

13 A. I'd probably forget them if I tried to  
14 remember all of them.

15 Q. Okay. Well, who else did you discuss  
16 it with?

17 A. There was people who went to  
18 Sharonville, those people.

19 Q. Okay. And what are -- what are their  
20 names?

21 A. I couldn't remember all of them off  
22 the top of my head, but we had meetings to discuss  
23 it out on the floor among ourselves.

24 Q. And what was the nature of those

1 discussions?

2 A. On what they thought of the brochure  
3 and what it meant to them --

4 Q. Okay.

5 A. -- and how were they interpreting it  
6 as something just to look at or something that was  
7 basically a promise being given by the people of  
8 Ford and Zed-F who put it together.

9 Q. Okay. Now, a minute ago, you said it  
10 was a contract. Now you use the term "promise."  
11 What's the difference in your mind?

12 A. I have no difference.

13 Q. Okay. Well, you saw in the document,  
14 okay, where it says that the document does not  
15 constitute an employment contract with any  
16 individual, right?

17 A. You talking this little section right  
18 here?

19 MR. SIMON: He's pointing to Exhibit  
20 2.

21 Q. You have Exhibit 2. Do you remember  
22 from Exhibit 2 any language that says the document  
23 does not constitute an employment contract?

24 A. I remember a little section here at

1 the bottom, if that's what you're alluding to. You  
2 want to explain exactly what you're trying to --

3 Q. I'm just asking, sir, do you remember  
4 that language from the document?

5 MR. SIMON: Just to clarify, John.  
6 Does he remember it at the time in '99 or does he  
7 remember it now?

8 MR. HUNTER: At any time.

9 A. I remember this point being brought up  
10 on benefits.

11 Q. Okay. Well, let's talk about that.  
12 You're pointing to Exhibit Number 2, what, in a  
13 sense, let's call it the second page, okay? And  
14 when you point to the document, why don't you read  
15 whatever it is you're pointing to, so I know right  
16 where you're at?

17 A. This is where it says the brochure  
18 only, the key figures of Zed-F benefit plan, that  
19 paragraph.

20 Q. Okay. And what does that mean to you?

21 A. That means at that -- that basically  
22 it's talking about the things, such as benefits,  
23 which is your hospitalization, that type of thing.

24 Q. But what does that mean? You read to

1 me language that says, This brochure includes only  
2 the key features, which means apparently there's  
3 other terms and conditions.

4 A. The way I interpret it and the way  
5 that it was explained in the meetings, that these  
6 were basically the main issues that we needed to  
7 consider to make a choice to go with Zed-F.

8 Q. Okay. Now, what I had asked you  
9 before is, did you read the provision that says,  
10 Plan provisions and eligibility do not constitute  
11 an employment contract with any individual. Do you  
12 do you remember reading that?

13 A. I read it.

14 Q. Okay. Did you understand it?

15 A. I understood it.

16 Q. Okay. And what did you understand it  
17 to mean?

18 A. I understood that to mean that it was  
19 not a -- a -- in reference to terms of employment,  
20 which I consider to be salary, AIP plan, merit  
21 increase, that was in term with the medical part of  
22 it, such as your benefits.

23 Q. I don't understand. It says that it  
24 doesn't constitute an employment contract, right?

1 MR. SIMON: Objection. The document  
2 speaks for itself. Go ahead and answer.

3 A. Yeah, basically that's the way that I  
4 interpreted it.

5 Q. That it wasn't an employment contract?

6 A. That it is a -- basically agreement  
7 for us to consider for employment and that it was a  
8 key issue of making our decision. And the way I  
9 considered it, that these items were going to be  
10 followed and maintained and kept if we accepted the  
11 transition to Zed-F.

12 Q. Okay. Did you think that these  
13 things, as you put it, were written in stone, would  
14 never change?

15 A. That's the way I figured.

16 Q. Okay. And so did you see the language  
17 in here that says, Plans described herein are  
18 subject to change?

19 MR. SIMON: Objection, asked and  
20 answered. Go ahead.

21 A. Yeah, the plans, that's where it says  
22 benefit plans.

23 Q. Well, all right. Let's stop for a  
24 minute, Mr. Vories. It doesn't say benefits plans

1 described here are subject to change, does it?

2 A. It says summary plan --

3 MR. SIMON: Objection. The document  
4 speaks for itself. Go ahead.

5 A. It says, Summary plan descriptions.  
6 "Summary plan descriptions" in my interpretation is  
7 benefit plan.

8 Q. Okay. Well, let's talk about what the  
9 document says, because as you attorney has pointed  
10 out, the document speaks for itself.

11 Do you see the sentence that starts  
12 with "Plans"?

13 A. Mm-hmm.

14 Q. It doesn't say "benefit plans" there,  
15 does it?

16 A. It says, Summary description plans.

17 Q. Oh, sir, I beg to differ here. Do you  
18 see the paragraph on page 2?

19 A. I'm looking right at that paragraph.

20 Q. See the sentence that starts with just  
21 the word, "Plans," the big capital "P" there?

22 A. Maybe you better read it for me.

23 Q. Well, no, you need to read it because  
24 I've read it for you a couple times, so let's --

1 let's get you to the same place. That's what I'm  
2 trying to do.

3 A. That's what I'm doing.

4 MR. SIMON: Can you see it?

5 Q. Do you see the sentence in that  
6 little -- in that little section that says "Plans"?

7 MR. SIMON: He just wants you to read  
8 that sentence out --

9 A. Right.

10 MR. SIMON: -- loud, I guess.

11 Q. Can you read that out loud?

12 A. Can you read it out loud for me?

13 Q. Sure. "Plans described here are  
14 subject to change," correct?

15 A. Correct.

16 Q. It doesn't say benefit plans, does it?

17 MR. SIMON: Objection. The document  
18 speaks for itself. Go ahead.

19 A. Right above that --

20 Q. Sir --

21 A. -- it says, Summary description plans.

22 Q. Right.

23 A. That's what I interpret that as --

24 Q. Okay.

1           A.     -- plans.  It's in the next sentence  
2     after talking about summary description plans.

3           Q.     But you would agree with me, the  
4     sentence that starts with "Plans" certainly doesn't  
5     say "benefit plans," does it?

6           A.     It doesn't say --

7                   MR. SIMON:  Same objection.

8           A.     It doesn't say anything more than  
9     that.

10          Q.     It certainly does not.

11          A.     And it doesn't say it isn't.

12          Q.     No, it doesn't.

13          A.     It doesn't explain itself.

14          Q.     Okay.  So you're saying it's unclear?

15          A.     I'd say that probably wasn't clear,  
16     but the way I interpreted it, and that's the way  
17     I'm interpreting it, is it's a summary description  
18     plan.

19          Q.     And what's a summary description plan?

20          A.     That's benefits, in my opinion.

21          Q.     Okay.  And what's a benefit?

22          A.     Health -- or your health insurance,  
23     your visual, your dental, your -- probably your  
24     retirement, which was a separate issue on this.



1 It's listed in here in detail, those items.

2 Q. Probably, but you don't know?

3 A. It was listed.

4 Q. No, you said that -- I asked you what  
5 was a benefit and you said probably retirement. So  
6 is retirement a benefit or not?

7 A. I would assume it would probably be  
8 one. I'm not sure --

9 Q. Okay.

10 A. -- but in my opinion, it probably is.

11 Q. Okay. And so when you talk about the  
12 other items that are listed in here, if they're not  
13 a benefit, what are they?

14 A. Terms of employment is the way I've  
15 always looked at them, which is your wages --

16 Q. Okay.

17 A. -- your AIP, your merit review.

18 Q. Okay. Anything else?

19 A. That would be what I'd see as top two  
20 or three listed on here. I may have forgot  
21 something, but as far as --

22 Q. And what's --

23 A. -- I can see, that's it.

24 Q. And what's the 401K savings plan,

1 then?

2 A. I would say that would probably fall  
3 into a benefit.

4 Q. Okay. All right. And so let's talk a  
5 little bit -- you made reference to meetings and  
6 the gray brochure. All right. When did you first  
7 receive the gray brochure?

8 A. I remember getting it, I believe, in  
9 the second follow-up meeting --

10 Q. Okay.

11 A. -- questions meeting. We had our  
12 original presentation, and then I remember that --  
13 when we had follow-up question meeting, it was made  
14 available at that time. And I also had it on my  
15 offer sheet attached to it.

16 Q. Was it stapled or clipped?

17 A. I believe it was stapled.

18 Q. Do you have your original offer letter  
19 anywhere?

20 A. I don't have a copy on me.

21 Q. Do you have in your possession your  
22 original offer letter?

23 A. I don't believe so.

24 Q. Okay.

1 A. I'd have to try and look to find it.

2 Q. All right. Now, you said there was an  
3 original meeting. When was the original meeting?

4 A. Sometime in '99.

5 Q. You have no recollection when?

6 A. No.

7 Q. Okay. Who was at the meeting?

8 A. There was representatives from both  
9 Ford and Zed-F.

10 Q. And when you say "Ford and Zed-F," do  
11 you mean ZF Lemforder or ZF Batavia?

12 MR. SIMON: Okay. Go ahead and answer  
13 his question. I'm just moving stuff around here.

14 THE WITNESS: Okay.

15 MR. SIMON: Go ahead.

16 THE WITNESS: All right.

17 Q. Who was present?

18 A. Ed Adams -- or Dave Adams for one.

19 Q. And who was he a representative of?

20 A. I would hope it would have been with  
21 Zed-F.

22 Q. Well, what was your understanding?

23 A. He was with Zed-F.

24 Q. Okay.

1           A.     They're the main company. I have no  
2     recollections of what it was, other than he was  
3     with Zed-F.

4           Q.     Okay. So you don't know who he  
5     represented at that time?

6           A.     He was at Zed-F. Is that good enough  
7     answer?

8           Q.     Just want to know what you know.

9           A.     That's what --

10          Q.     Who else --

11          A.     -- I'm telling you, Zed-F.

12          Q.     All right. Who else was there?

13          A.     Okay. Karl Kehr, which I think he  
14     might have been Ford/Zed-F at the time.

15          Q.     You don't know?

16          A.     I didn't get in on his employment  
17     negotiations at the time when he went, so I don't  
18     know if he was Zed-F or Ford at the time. I would  
19     say probably was Ford.

20          Q.     Okay.

21          A.     And there was a -- Tony DeShaw, he was  
22     also present.

23          Q.     Who is he employed by?

24          A.     He was Zed-F.

1 Q. Okay.

2 A. And I think they did the main talking.  
3 Karl Kehr did most of the talking, if I remember  
4 right. Dave Adams said a few words. Tony DeShaw  
5 got into benefits and those are the three main ones  
6 that I remember.

7 Q. Okay. What employees were there?

8 A. All the Ford salaried employees.

9 Q. Every Ford salaried employee?

10 A. At the plant at that time.

11 Q. So the plant was shut down?

12 A. Basically they had two meetings, one  
13 for day shift, one for afternoon.

14 Q. Okay. Well, wait a minute. We're  
15 talking about a meeting that you referred to as an  
16 original meeting. You don't remember when it was.  
17 And I'm talking only about a meeting where Gary  
18 Vories was present, okay? Let's make sure we're  
19 talking about the same thing. Now, did you go to  
20 two original meetings or just one?

21 A. I went to one.

22 Q. Okay. So I don't want to hear about  
23 the other one yet. Let's talk about that later, in  
24 terms of what you apparently heard, but where Gary

1 Vories present. So were you present at the meeting  
2 for Dave Adams, Karl Kehr and Tony DeShaw?

3 A. You want to specify your question to  
4 me a little better?

5 Q. Okay. You made reference to an  
6 original meeting. You've told me it was sometime  
7 in 1999. You've told me David Adams, Karl Kehr and  
8 Tony DeShaw were there.

9 A. Mm-hmm.

10 Q. All right. Were you there?

11 A. You'll have to determine what meeting  
12 you're talking.

13 Q. You were talking about it, Mr. Vories.  
14 You told me who was there. Were you present or  
15 not?

16 A. I was present at one meeting.

17 Q. Okay. Well, let's try it this way.

18 MR. SIMON: I think he got confused.

19 Can I -- he was asking you about a meeting --

20 MR. HUNTER: Steve if there's an  
21 objection, please place the objection. Otherwise,  
22 I'm going to ask --

23 MR. SIMON: Well, I --

24 MR. HUNTER: -- that we limit it to an

1 objection.

2 MR. SIMON: You can answer. I was  
3 just was trying to help because it seemed like you  
4 weren't getting anywhere, but go ahead. Your  
5 deposition. Go ahead.

6 Q. What meeting were you present at?

7 A. I was at the afternoon meeting.

8 Q. All right. What afternoon was that?

9 A. I do not remember the exact date or  
10 time.

11 Q. And who was present at this meeting,  
12 afternoon meeting that you were at?

13 A. The same people I've already  
14 mentioned.

15 Q. Anybody else?

16 A. I do not remember the other people  
17 that were there. Those were the main ones.

18 Q. All right. And what Ford employees  
19 were there?

20 A. The Ford transitional employees had  
21 the opportunity of making the decision on what they  
22 wanted to do. So there were Ford employees,  
23 salaried employees.

24 Q. Okay. Which Ford employees were

1       there?

2           A.     Ford salaried employees.

3           Q.     What are their names?

4           A.     I do not remember all their names.

5           Q.     Tell me the ones you do.

6           A.     I was there. Gary Vories.

7           Q.     Yeah.

8           A.     I do not remember all of them. I was  
9       there.

10          Q.     Any others you remember?

11          A.     No, just myself.

12          Q.     What did Mr. Kehr say at this meeting?

13          A.     He basically covered the details in  
14       the brochure that were salaried, AIP, merit  
15       increase, basically those items.

16          Q.     He spoke to every one of those?

17          A.     Basically, yeah --

18          Q.     Okay.

19          A.     -- he covered most of those, all of  
20       those.

21          Q.     Specifically, what did he say?

22          A.     He basically followed this as a  
23       guideline, that's in here and that's what he  
24       basically said.



1 Q. Okay. Mr. Vories, I don't know what  
2 he basically said and you can put Exhibit 2 aside  
3 for a minute, okay? I need to know what you  
4 remember what he said.

5 A. Basically he said we would get our  
6 same salary --

7 Q. Okay.

8 A. -- maybe some people might even get an  
9 increase, but we would get our -- basically our  
10 same salary.

11 Q. Okay.

12 A. He mentioned overtime.

13 Q. What specifically did he say?

14 A. He basically said that overtime would  
15 remain the same, the program, the overtime policy,  
16 the pay rate would maintain the same as Ford. And  
17 he also covered the AIP program, saying it was  
18 based on how the company met its goals and the  
19 profits of the company. And if one was paid,  
20 everyone would get a -- an AIP bonus.

21 Q. Okay. What else did he say?

22 A. I believe that was basically it, other  
23 than comments that he thought it was a -- you know,  
24 a good opportunity, a chance to get in on the

1 ground floor with CVT, the new product.

2 Q. Okay. Anything else that you can  
3 remember?

4 A. No, that was basically his comment.

5 Q. At the meeting, did you have a copy of  
6 the gray brochure, Exhibit Number 2?

7 A. No, I don't think it was at that first  
8 meeting. I believe it was at the follow-up meeting  
9 after a lot of questions were asked, but they -- to  
10 the best of my memory, that they had these  
11 available.

12 Q. Do you remember anything else that  
13 Mr. Kehr said?

14 A. No.

15 Q. What did Mr. Adams say?

16 A. He gave a -- just a small speech on a  
17 little bit about the -- what Zed-F was and the  
18 various companies -- you know, operations that they  
19 had, various plants and what type of business they  
20 were in. And also talked a little bit about the  
21 new product and what it looked like for the future.

22 Q. And anything else?

23 A. No, he -- he didn't spend a lot of  
24 time. From what I remember, it was just a short

1 introduction of who he was and a short speech on,  
2 again, the background on Zed-F.

3 Q. And how about Mr. DeShaw?

4 A. He basically got into the benefits --  
5 benefit section of what the health insurance would  
6 be and -- and he spent a little bit of time -- a  
7 little more time, I guess, getting into how we were  
8 going to convert our Ford shares over to the 401  
9 program and there was going to be a follow-up  
10 meeting on that with people from Fidelity.

11 Q. Anything else?

12 A. No. I think that was pretty much what  
13 the meeting covered.

14 Q. All right. Now, I gather from your  
15 comments, there must have been a second meeting?

16 A. There was a follow-up meeting  
17 basically on questions that got brought up that  
18 they couldn't possibly -- you know, that they said  
19 they couldn't answer at that meeting and --

20 Q. Okay. Well, let's -- questions they  
21 couldn't answer at this meeting we just talked  
22 about?

23 A. Correct.

24 Q. What questions couldn't they answer at

1 this meeting?

2 A. Are there openings at Sharonville?

3 Q. Okay.

4 A. Would there be any opportunities  
5 anywhere else at Ford for people who may not want  
6 to go with Zed-F? And also the possibility of  
7 staying there as a Ford employee for the future.

8 Q. Okay. Anything else?

9 A. And I think there was questions again  
10 about the -- you know, certain questions such as  
11 vacation. You know, if I'm a Ford employee and  
12 this year I get my fifth year -- you know, week of  
13 vacation, would I be able to get that fifth week if  
14 I go with Zed-F and those type of general  
15 questions, just different concerns people have  
16 that --

17 Q. And they were --

18 A. -- in regards to either benefits or  
19 possible opportunities, other opportunities.

20 Q. And they weren't able to answer the  
21 vacation question?

22 A. No, I think they were to check on it  
23 and got back to us at the follow-up meeting.

24 Q. Any other questions that you can

1 recall that weren't answered?

2 A. No. I think those were the main --  
3 the main ones. I'm sure there probably were some  
4 others, but I could -- can't remember them all.

5 Q. Did you ask any questions?

6 A. Yeah, there were several. I asked the  
7 question about the possibility of Sharonville, of  
8 which -- you know, there was several other people  
9 that had follow-up questions at that time.

10 Q. Specifically what was the question you  
11 asked about Sharonville?

12 A. If there was any opportunity to be  
13 able to go over to Sharonville.

14 Q. Okay. And who answered that question  
15 for you?

16 A. I believe it was Kehr at the time  
17 'cause he was covering most of the -- you know,  
18 most of the meeting.

19 Q. And what was his answer?

20 A. I think at that time, the best that I  
21 can remember, that it was still unsure whether  
22 there'd be any opportunities to go to Sharonville  
23 or not at the time. It was something that they  
24 were still working on, whether that would be

1 available or not.

2 Q. Did you ask any other questions?

3 A. No. I think that was the main  
4 question I had at the time.

5 Q. All right. Now, we kind of went --  
6 backtracked there, so when was this next follow-up  
7 meeting?

8 A. I'd say approximately within a --  
9 maybe a week of the first meeting.

10 Q. Do you remember the date of that?

11 A. No. I just know it was in the  
12 summertime.

13 Q. And you attended the follow-up  
14 meeting?

15 A. Yes.

16 Q. And who was there?

17 A. There was, I believe, Mike Warden and  
18 I think Tony DeShaw was the two people I remember  
19 for sure.

20 Q. Is Mike Warden -- who did he  
21 represent?

22 A. He was a Ford employee, still a Ford  
23 employee, as far as I know. He was the human  
24 resources person --

1 Q. Did you have --

2 A. -- at that time.

3 Q. And how about DeShaw?

4 A. He was a benefits man.

5 Q. Was he a ZF guy?

6 A. He was a ZF person, I'm almost sure.

7 I can't say 100 percent, but I -- I don't believe  
8 he was Ford.

9 Q. And who was there, in terms of  
10 employees?

11 A. It was an open meeting for salaried  
12 employees that still had questions or -- or wanted  
13 to hear what was -- what was found out on some of  
14 the questions that were asked or get some  
15 clarification on some other issues, if they forgot  
16 to ask a question the first time around. So it was  
17 a group of salaried Ford employees.

18 Q. Do you remember who was there?

19 A. I don't remember -- you know, basic  
20 names, but -- you know, the same Ford people who  
21 had to make a decision on whether to go with the  
22 company or not. I don't believe there was as many  
23 people at the second meeting as was at the first.

24 Q. Do you remember specifically anybody

1 that was there?

2 A. Most of the -- well, my shift --  
3 afternoon shift, there was probably John Wissy.  
4 He's at Sharonville now. He was one of the  
5 maintenance supervisors at the time. And trying to  
6 think of production people. Probably Richard Carr.  
7 He's one of the -- one of the production  
8 supervisors. Norm Kauffee, he's a production  
9 supervisor on afternoons.

10 And trying to remember who was all  
11 still there at that time production-wise. And  
12 maintenance-wise, I probably -- Wayne Whisman was  
13 probably -- well, I don't know. I don't think  
14 Wayne was there.

15 Q. Okay. If you don't know --

16 MR. SIMON: Don't guess. Don't guess,  
17 Gary.

18 A. I don't think -- I don't think Wayne  
19 was there.

20 Q. All right.

21 A. I don't think Wayne was there.

22 Q. Who else was there, if you recall?

23 A. Other than that, I don't know. I'm  
24 just trying to think of anybody that would have



1     been there for sure, but I -- I can't remember  
2     back -- that was four years ago and different  
3     people on shifts have changed so much.

4             Q.     And what did Mr. DeShaw say at the  
5     meeting?

6             A.     He spent most of the time, I think,  
7     on, again, telling us when this meeting was going  
8     to be with Fidelity on the 40K -- 401K. And the  
9     decision had been made that you would not be able  
10    to keep your Ford shares. He would have to convert  
11    them over to mutual funds of your choice.

12            Q.     Okay.

13            A.     Fidelity was going to be there, I  
14    think, within the next -- if I remember, the next  
15    week to have meetings with the salaried employees  
16    that -- you know, were interested in finding out  
17    how that was going to shake out or what would be  
18    available and the timing.

19            Q.     Mr. DeShaw say anything else?

20            A.     I think he came back and there was a  
21    few other questions. I don't remember off the top  
22    of my head specifically. But, you know, there was  
23    some questions about the -- the hospitalization.  
24    And if I remember right, it was going to be with a

1 different company under Zed-F than it would be with  
2 Ford. That was basically it.

3 Q. And what about Mr. Warden, what did he  
4 have to say?

5 A. I just remember generally that the  
6 questions concerning going to Sharonville, that it  
7 was pretty well decided that there wouldn't be any  
8 available -- you know, any available openings at  
9 Sharonville for people to be considered for.

10 Q. Okay.

11 A. And that you had a couple  
12 possibilities that Ford would try and line up, if  
13 you weren't interested in going with Zed-F at that  
14 time, if your decision was to stay with Ford, there  
15 wouldn't probably be any openings at Sharonville  
16 for people to go to. And that you had two  
17 opportunities for interviews somewhere with Ford,  
18 wherever that would be. They'd help try and line  
19 two interviews up.

20 And the answer basically for Ford  
21 people being able to stay, within six months, there  
22 wouldn't be any more Ford people at that time. So  
23 if -- if anyone was thinking that they could stay  
24 for any period of time until something opened up a

1 year and a half down the road or something like  
2 this, that wasn't going to be available.

3 Q. Okay. What else did Mr. Warden say?

4 A. I think those were the basic key  
5 issues that people had concerns at that time trying  
6 to make a decision on whether to stay with Ford or  
7 go with Zed-F.

8 Q. Nothing else that you can remember  
9 from either Mr. Warden or Mr. DeShaw?

10 A. No.

11 Q. And they were the only ones at the  
12 meeting?

13 A. They were the only two that I  
14 remember. There could have been some other people  
15 there.

16 Q. I think you told me before at the --  
17 I'll call it the original meeting with Adams, Kehr  
18 and DeShaw, you didn't at that point have the gray  
19 brochure. Did you get the gray brochure at this  
20 meeting?

21 A. I believe I did. Best of my memory, I  
22 thought they were -- the brochures were available  
23 to try and give a little clearer breakdown of some  
24 of the points that were covered.

1 Q. Did you ask any questions at this  
2 meeting, the second meeting?

3 A. I don't remember asking any.

4 Q. Did you review the gray brochure at  
5 that time?

6 A. I remember they give it to us and we  
7 were able to look it over and -- you know, take it  
8 with us. It was our copy. There were copies  
9 there, best as I can remember.

10 Q. What I had asked was, did you look  
11 at --

12 A. Sure.

13 Q. -- that gray brochure at that meeting?

14 A. Sure.

15 Q. Okay. And when you read the gray  
16 brochure and you saw the language about subject to  
17 change and you saw the language that it wasn't an  
18 employment contract, did you think that it was  
19 different, in terms of what Mr. Kehr had told you  
20 or Mr. Adams had told you at the original meeting?

21 MR. SIMON: Objection. The brochure  
22 speaks for itself. I think you mischaracterized  
23 what it said. You can go ahead and answer the  
24 question.

1           A.     Okay. Well, basically I think I  
2     answered that earlier. There wasn't any other  
3     further discussion on that. When I read it, it  
4     basically -- what we -- what we had discussed  
5     earlier, which was the way I looked at it.

6           Q.     So you thought it was consistent with  
7     what Mr. Adams and Mr. Kehr had told you earlier?

8           A.     Well, my opinion is that when they  
9     covered it, that it was still in my mind that there  
10    was conditions of employment and also benefits.  
11    That's the way I continually kept it in my mind.

12          Q.     What I asked you is, particularly the  
13    language on the second page we talked about before,  
14    do you feel that language is consistent with what  
15    was represented to you by Mr. Adams and Mr. Kehr?

16          A.     I can't answer that. I don't know.

17          Q.     You don't know if it was consistent --

18          A.     I don't --

19          Q.     -- or not?

20          A.     I can't say if it was or wasn't.

21          Q.     Okay. All right. So you've got your  
22    second meeting and you've got your brochure. You  
23    didn't ask any questions. When did you next  
24    discuss with a representative of ZF or -- ZF

1     Batavia or Ford any issues related to the decision  
2     to leave Ford Motor Company?

3             A.     I had a couple different discussions.  
4     Hassan Saleh was basically the -- I don't know what  
5     word you'd want to use, but if it was recruiter or  
6     whatever, on the floor at that time, and he talked  
7     to most of the salary people who were production  
8     supervisors, salary -- maintenance supervisors,  
9     people actually on the floor, floor- level  
10    supervision.

11            So I had a couple different  
12    discussions with him, not in a formal office thing  
13    'cause he was always out on the floor and naturally  
14    we were on the floor. And several different times  
15    I met with him and -- you know, just for a minute  
16    here, a couple minutes here standing in the aisle  
17    way discussing -- you know, what had gone on, what  
18    the situation was and what he thought.

19            And I do remember one situation where  
20    I asked him about the -- what he thought of the --  
21    the people at Zed-F and the situation and was it  
22    good or bad. And this was after the follow-up  
23    meeting. We had this brochure and had different  
24    things we could look at and discuss. And just

1 basically his response was, Do you think I'm going  
2 to give up 26 years of Ford if I didn't think it  
3 was a good deal to go with Zed-F?

4 And then when we asked him different  
5 questions concerning the salary and the -- and the  
6 AIP program and things such as this, and the  
7 benefits, he made the statement that -- you know,  
8 they put it in writing. You think they're not  
9 going to live up to it, that type of thing. The  
10 words, I wouldn't give up 26 years to -- to go with  
11 someone I didn't feel was going to basically keep  
12 their word and what concerns we had. Well, if they  
13 put it in writing, they're going to live up to it.

14 Q. Okay. You can't give me a date  
15 obviously on the second meeting, certainly after  
16 the first meeting and before you signed your  
17 employment letter, right?

18 A. That's correct.

19 Q. Had you made up your mind to join ZF  
20 at the time of the second meeting?

21 A. No. Still hadn't made my mind up till  
22 I -- actually went to the day that they asked us to  
23 come up to meet with them and -- and sign the  
24 required -- you know, paperwork for benefits and

1       that type of thing.

2                       So you had a certain date, but they  
3       wanted you to come up and they called and -- you  
4       know, would say, Gary, you're supposed to be up to  
5       see Mike Warden -- you know, this afternoon or  
6       Tuesday afternoon, 4:00, if you're interested. If  
7       you're not -- you know, that's up to you. But  
8       you're supposed to be up there at 4:00.

9               Q.     And what issues were open in your  
10      mind, in terms of not making the decision to join  
11      ZF Batavia?

12              A.     Well, I think my own personal  
13      situation was I was -- you know, I was getting  
14      fairly close to retirement. I still had some years  
15      left, but I was concerned about retirement and  
16      which way to go, to stay with Ford or -- you know,  
17      to go with Zed-F. And there is a section that they  
18      did clarify in the brochure here that really made a  
19      difference for me after it came out was on the  
20      retirement, that if you had 10 years in and were 55  
21      years old, then basically you would get the same  
22      dollar amount retirement as what Ford -- you would  
23      have got under Ford.

24                    In other words, they count the years



1       that you had with Zed-F towards your Ford  
2       retirement and that was the one big key issue in  
3       my -- my mind that made the difference.

4                       So I was still kind of debating in my  
5       head back and forth of which way to go. Up until  
6       that was clarified and that was clarified after the  
7       first meeting -- in between the first meeting and  
8       the second meeting 'cause that was one question  
9       that got asked several times by a lot of the people  
10      at the first meeting, about the retirement  
11      situation. How was this going to affect their  
12      retirement? Would it still be the same or not be  
13      the same or would years count that you were with  
14      Zed-F if you went -- you know. So that was a big  
15      issue to a lot of salary people.

16               Q.     Well, now, I guess I'm confused  
17      because retirement, you really haven't mentioned up  
18      until about now.

19               A.     Yeah.

20               Q.     And so you're telling me that was a  
21      big issue. You didn't ask any questions about it  
22      at the first meeting. You didn't ask any questions  
23      about it --

24               A.     I didn't personally ask them, no. But

1       they were asked.

2               Q.     But you haven't mentioned it till yet.

3       So I guess I'm confused, Mr. Vories.   So when did  
4       retirement become an issue for you?

5               A.     It was an issue all the way along.

6               Q.     Okay.   And --

7               A.     But I specifically did not ask  
8       questions.   There was questions asked, same  
9       questions I would have asked in the meeting.

10              Q.     All right.   And so you then said that  
11       the retirement issue was clarified.   When was it  
12       clarified and by whom?

13              A.     I don't know by whom, but when -- or  
14       who made the decision, but in the first meeting,  
15       there was questions about retirement, how was  
16       this -- was going to affect retirement for people,  
17       even different situations than I was, that maybe  
18       had 28 years.   Two more years they could retire  
19       from Ford, and were there going to be any  
20       consideration or any specific agreements made to  
21       cover that type of thing.   And then in my case --

22              Q.     All right.   Wait a minute.   So  
23       somebody asked a question or there was a discussion  
24       or --

1           A.     There were several people that asked  
2     questions about retirement. That was one of the  
3     issues.

4           Q.     Do you remember who those people were?

5           A.     No, not off the top of my head, but  
6     there was -- probably everybody in the -- there had  
7     some type of concern about retirement. But the  
8     specific people, I don't have off the top of my  
9     head.

10          Q.     And what was the -- do you remember  
11     specifically what any of the questions were?

12          A.     Yeah. I've got 28 years in with Ford  
13     here. If I go with Zed-F, will there be any  
14     consideration and still be able to get my 30-year  
15     retirement? Is there going to be any grace period  
16     of so many years or anything like this agreed to?

17          Q.     Okay. And what -- who answered that  
18     question?

19          A.     Well, Karl Kehr couldn't answer it.

20          Q.     Okay.

21          A.     He said that's one of the issues  
22     that -- you know, were brought up and we'd still  
23     have to work on to finalize. We don't have a final  
24     answer at the first meeting, but it is important to

1 everyone and we're working on those issues and  
2 we'll try and have that cleared up as soon as  
3 possible and so forth.

4 Q. So --

5 A. So by the time they had the second  
6 meeting, then, it basically -- whoever got together  
7 at the upper levels at Ford and Zed-F had decided  
8 what -- what issues would be acceptable to agree on  
9 for retirement.

10 Q. Now, how do you know that?

11 A. Well, I don't think they just made a  
12 decision on retirement without consulting one  
13 another, if Ford gave the okay to say, we'll let  
14 you count your years for Zed-F towards Ford's  
15 retirement.

16 Q. So you're just guessing. You don't  
17 have any personal knowledge that that occurred,  
18 right?

19 A. No.

20 Q. Okay. Well, but what I guess I  
21 struggle with is, you explained to me what was  
22 discussed at the second meeting and you didn't say  
23 anything about retirement or answer any questions  
24 about retirement at the second meeting. So you're

1 now telling me that that was discussed at the  
2 second meeting?

3 A. That's correct.

4 Q. Okay. Well, then, who discussed it?

5 A. Who discussed it?

6 Q. Mm-hmm.

7 A. People in the meeting and at the  
8 second meeting -- who did I say was there was Mike  
9 Warden.

10 Q. Well, all I'm asking, Mr. Vories, is  
11 who discussed it at the second meeting? Who gave  
12 you the answer about the retirement?

13 A. As far as I remember, it was Mike  
14 Warden.

15 Q. And -- all right. So you're changing  
16 what you told me before about -- you indicated  
17 previously you'd only discussed the move to  
18 Sharonville and the ability or inability to stay on  
19 as a Ford employee. So now you're telling me you  
20 also discussed retirement?

21 MR. SIMON: I think he did testify  
22 what he did recall, so go ahead and answer.

23 A. That's correct.

24 Q. Okay. And what did he say about

1 retirement?

2 A. He basically said what was in the  
3 brochure here. Now, he did say -- because if you  
4 read it here, if I can do that?

5 Q. No. Let's stick with what you  
6 remember. I can read the brochure.

7 A. Well, I don't remember, then --

8 Q. Okay.

9 A. -- all the details.

10 Q. I didn't ask for all the details. All  
11 I want is what you can remember.

12 A. Okay. I don't remember.

13 Q. What can you remember?

14 A. I don't remember.

15 Q. You don't remember anything?

16 A. No.

17 Q. Okay.

18 A. All I know is it was discussed, all  
19 the details and exactly, I do not remember.

20 Q. So you don't remember the discussion  
21 or just it was somehow related to the gray  
22 brochure?

23 A. Don't remember all the details.

24 Q. Okay. And you don't remember -- I

1 don't think you've told me any details.

2 A. I don't remember any of the details --

3 Q. Okay.

4 A. -- that were discussed specifically in  
5 that meeting.

6 Q. Do you remember any details that you  
7 relied on to make your decision to transition?

8 A. I remember in my specific  
9 consideration, my own personal situation, that they  
10 said that if you had five years in or were vested  
11 with Ford, that you could use -- the remaining  
12 years would be credited -- that you worked for  
13 Zed-F would be credited toward your Ford  
14 retirement.

15 So, in my case, that meant I could get  
16 55 -- I was 55 and had 10 years in, I could get the  
17 equivalent amount of dollars that I would get with  
18 Ford, I'd get when I retired at Zed-F.

19 Q. Okay. And you used the term "they  
20 said." Who is "they"?

21 A. I don't remember.

22 Q. So you don't know if it was a  
23 representative of Ford or representative of --

24 A. I just remember --

1 Q. -- ZF Batavia?

2 A. -- it was discussed in that meeting  
3 and all the exact details. But I remember that  
4 part of it.

5 Q. Okay. Now, you had told me that --  
6 well, let's clarify. Again, at what point in time  
7 did you decide, then, to make the transition to ZF  
8 Batavia?

9 MR. SIMON: Objection, asked and  
10 answered. Go ahead.

11 A. Repeat the question again.

12 Q. At what point in time did you make the  
13 decision to transition to ZF Batavia?

14 MR. SIMON: Same objection.

15 A. At the point sometime after the second  
16 meeting and when I went and saw Mike Warden.

17 Q. Okay. So you hadn't decided as of the  
18 second meeting to -- to make the transition?

19 A. No.

20 Q. Now, you relayed to me before that you  
21 had had a number of conversations, shorter,  
22 informal or otherwise on the floor and whatnot with  
23 Mr. Saleh?

24 A. Right.



1 Q. Were those discussions before or after  
2 the second meeting?

3 A. They were before and after.

4 Q. All right. Do you remember  
5 specifically any of the discussions prior to the  
6 second meeting with Mr. Saleh?

7 A. Not specific meetings, just other  
8 general questions of what he thought what our  
9 position was going to be, what did the future look  
10 like, what did he really know about Zed-F, those  
11 type of things.

12 Q. Okay. And do you remember any of the  
13 specific discussions with Mr. Saleh after the  
14 second meeting?

15 A. I think after the second meeting,  
16 there was more -- you know, specifics toward  
17 we'll -- you know, again, the retirement, the  
18 wages, the AIP, those type of questions, more  
19 detailed concerns about the -- excuse me. -- the  
20 information listed in the brochure that we had  
21 gotten.

22 Q. Well, what -- when you say the  
23 "concerns," what were the concerns?

24 A. Well, I think everybody was just

1 concerned, you're going to a new company. What do  
2 you know about these people? How do you feel about  
3 it? You've dealt with them, you've discussed  
4 things with them.

5 We've had one meeting, then a follow-  
6 up meeting. We do not know the people that --  
7 that's basically going to be running the company.  
8 We saw Dave Adams for a few minutes at the one  
9 meeting. You know, what's your general feel? Is  
10 it going to basically be similar to Ford, different  
11 than Ford, basically the same? And that was  
12 basically what our questions were.

13 Q. So you felt those questions hadn't  
14 been answered at the prior two meetings, the formal  
15 meeting?

16 A. I don't think you get a feel at the  
17 meetings, in a group situation. It was more of a  
18 one-on-one type thing.

19 Q. Okay.

20 A. In other words, my concerns were  
21 maintenance, my position in maintenance and how was  
22 maintenance going to be run and the general  
23 questions in addition to that.

24 Q. And so you spoke to Mr. Saleh about

1       these concerns. Did you speak to Mr. Williams?

2       Rick Williams, to clarify.

3             A.     Rick Williams?

4             Q.     Mm-hmm.

5             A.     No.

6             Q.     Well, what about Mr. Priest, Jerry  
7       Priest?

8             A.     No.

9             Q.     I think you did mention you'd spoken  
10       in general with other Ford transitionals?

11            A.     Right.

12            Q.     Who else?

13            A.     Different maintenance people,  
14       supervisors, production people.

15            Q.     Okay. And any specifics you can  
16       recall?

17            A.     No, but a lot of people just had the  
18       same concerns of going from Ford to a new company  
19       and a lot of them were basically -- have the same  
20       concerns on, is it the right way to go? Do we feel  
21       comfortable? What's the future going to be? Are  
22       the things that are being told going to happen, not  
23       happen? How do you feel? That type of thing.

24            Q.     Okay. Same general discussions, in a

1 sense, amongst all the Ford transitionals, whether  
2 it was you and Mr. Whisman or Mr. Saleh or whoever,  
3 just the same general, what do you know about ZF  
4 and that type of discussion?

5 A. Yes, that's part of it.

6 Q. Okay. So you've had the two meetings;  
7 you've had the gray brochure; you've had your  
8 conversations with Mr. Saleh and the other Ford  
9 transitionals. And it sounds like you got summoned  
10 up to or somehow went up to Mr. Warden's office?

11 A. That's how they basically were  
12 handling the -- I don't know how they handled the  
13 people up in the office area. But on the floor  
14 area on the different shifts, they just gave you a  
15 time to come up there to -- to make your final  
16 decision, ask any final questions, sign your  
17 paperwork, whatever. Make your decision.

18 Q. Now, as -- as -- and maybe I've asked  
19 this before, but I guess I'm going to ask it again.  
20 As you went up to the office that day, I mean, did  
21 you have a predetermined day or was it like you got  
22 a call that said come on up in 10 minutes, Gary, or  
23 how was that handled?

24 A. I believe that when we got in that

1 day, it was -- we were told that we were supposed  
2 to go up there at a certain time.

3 Q. Okay.

4 A. But I work afternoons. I got there,  
5 say, at 3:00 and I was told -- you know, be up  
6 there at five or be up there at whatever.

7 Q. When you found out that it was kind of  
8 your day to decide, had you already decided, then,  
9 at that point?

10 A. Oh, sure. I was thinking it over.  
11 You know, every day you were trying to make your  
12 mind up. So by that time, based on the discussions  
13 I had with Hassan and what information I had, I  
14 pretty well made my mind up that, yeah. I was  
15 going to go ahead and transfer over.

16 Q. Okay. And I guess we'll nail it down  
17 here. You had pretty much made up your mind or you  
18 had --

19 A. Well, there was still a couple  
20 questions that I asked Mike Warden when I went up  
21 there.

22 Q. Okay.

23 A. And it was the same questions that I  
24 mentioned earlier about the offer, the availability

1 of anything being available at Sharonville and --

2 Q. Well, let's hold that thought for a  
3 second. I guess I'm confused because if you had  
4 "pretty much" decided -- I think was the term you  
5 used -- to come over to ZF, why would it matter  
6 what --

7 A. Well, 'cause things were changing.  
8 One day you'd hear one thing and the next day it  
9 was another. Next day, yeah, there's going to be  
10 some probably within the next month or within the  
11 next six months, there's going to be some openings  
12 at Sharonville or, no, there isn't any openings or,  
13 no, you're not going to be able to go to  
14 Sharonville or -- so it seemed liked every day or  
15 two, there was a lot of different discussion,  
16 rumors going around the plant floor, well, this is  
17 now the story. Yeah, there is going to be some  
18 possible openings at Sharonville. No, there isn't,  
19 so --

20 Q. But if you're coming on to ZF Batavia,  
21 what did it matter?

22 A. Well, I was 100 -- well, I shouldn't  
23 say 100 percent sure. But I wanted to go up and  
24 make sure that I didn't say, Hey, I'm going to do

1     this and then, yeah, there was still some other  
2     options that were available that weren't available  
3     yesterday.

4                 So that was basically the reason, just  
5     to make sure before I signed that I had all the  
6     information I needed to -- to make the final  
7     decision, that something didn't come up that I  
8     wasn't aware of it.

9                 Q.     Okay. And I interrupted you before.  
10    You had mentioned the Sharonville openings. What  
11    other discussions did you discuss with Mr. Warden  
12    at this time?

13                A.     And I think it was the other one  
14    about -- about the staying as Ford because that was  
15    also a rumor going around that, yeah, you could  
16    possibly stay with Ford now and it's been decided  
17    you could stay there now for a year -- or no. So  
18    that was the other -- the other option.

19                Q.     Okay. Any other questions that you  
20    remember with Mr. Warden?

21                A.     No, I think that was the two --

22                Q.     Anything else that you --

23                A.     -- two main ones.

24                Q.     I'm sorry. Anything else that you

1 discussed with him at that time?

2 A. No.

3 Q. And so he had a offer letter for you?

4 A. Right.

5 Q. Mr. Vories, we've handed you what  
6 we've marked for identification purposes as Exhibit  
7 105. I would ask if you would take a moment to go  
8 through that.

9 A. Okay. Yeah, this is --

10 Q. You've seen that document?

11 A. I seen -- right.

12 Q. Okay. Do you remember, did you sign  
13 that document at that meeting we've discussed at  
14 Mr. Warden's office?

15 A. I would believe -- I can't say a  
16 hundred percent I'm sure, but I'm pretty positive I  
17 signed it at his office because we also were -- we  
18 not only met in his office, but then went into a  
19 conference room because there were several other  
20 employees there, four or five, I think, at the  
21 time.

22 Q. Well, all right. I'm confused.

23 A. In other words, they call you --

24 Q. Did they call it a group offer or --



1           A.    No.  They called you into his  
2   office --

3           Q.    Okay.

4           A.    -- and then from there, you went over  
5   to the conference room.  Best of my memory, I think  
6   we signed this in his office, but I can't say I'm  
7   100 percent sure because then we went in and signed  
8   a bunch of other papers in the conference room.

9           Q.    Okay.  But I guess, more to my point  
10  is, you went up there and you signed it that day?

11          A.    Right.

12          Q.    Okay.  Did you read it before you  
13  signed it?

14          A.    Yes.

15          Q.    Do you remember, was there a summary  
16  attached or any other document attached to this?

17          A.    I believe this, the gray tri-fold was  
18  attached to it.

19          Q.    Okay.  You see in there at the second  
20  bullet point, the transition bonus payment?

21          A.    Yes.

22          Q.    And in all of the discussions that  
23  we've had so far, you hadn't mentioned the  
24  transition bonus.  Did that come as a surprise to

1     you?

2             A.     No, because at the time, Ford was in a  
3     pretty good streak of profit sharing payments at  
4     that time and that was basically -- how would you  
5     say it? A -- something to help cover the profit  
6     sharing that we may not get if we -- if we left and  
7     went to Zed-F.

8             Q.     Well, now, how do you know that  
9     because, again, you hadn't indicated that anybody  
10    ever discussed the transition payment with you?

11            A.     I didn't say that.

12            Q.     You didn't say what, sir?

13            A.     I didn't say that nobody had ever  
14    discussed that with me before.

15            Q.     Well, I asked you about the two  
16    meetings and your --

17            A.     You asked me --

18            Q.     -- discussions with Mr. Saleh and you  
19    never mentioned the transition bonus.

20            A.     I couldn't remember every issue that  
21    was discussed at those meetings.

22            Q.     Okay. So now you're changing your  
23    testimony and telling me --

24            A.     No --

1 Q. -- that --

2 A. -- I'm not.

3 MR. SIMON: Hold on.

4 A. I'm not changing my testimony.

5 MR. SIMON: Hold on a second. He  
6 testified to everything he could recall and now  
7 he's answering. Go ahead and answer the question.

8 Q. Okay. So let's talk about the  
9 transition bonus.

10 A. Okay.

11 Q. What was it for?

12 A. It was basically -- what it states  
13 here, it is paid over three equal -- of that amount  
14 shown for salaried employees, the sign-on bonus is  
15 what they were calling it.

16 Q. Well, all right. Now, Mr. Vories, you  
17 started reading the paragraph and then you stopped.  
18 Let's go down to the second bullet point, the last  
19 sentence here. It says, This bonus is designed to  
20 address any monetary differences between Ford  
21 benefits and Batavia -- ZF Batavia's new plan. Do  
22 you see that?

23 A. Yeah.

24 Q. Okay. What was your understanding as

1 to what the transition bonus was for?

2 A. Basically to make the difference up  
3 between the profit sharing that was being paid by  
4 Ford and what was not guaranteed with Zed-F --

5 Q. Okay. What --

6 A. -- because they didn't know if  
7 anything would be paid at Zed-F that first year,  
8 second year or third year.

9 Q. Didn't know if anything would be paid  
10 in terms of --

11 A. Their AIP program.

12 Q. And who told you that?

13 A. That was basically what the discussion  
14 was. I don't remember exactly who told me about  
15 it, but that was the way it was interpreted.

16 Q. Okay. That was the way the discussion  
17 was. Which discussion?

18 A. Different discussions on the floor  
19 with Hassan Saleh, that there would be a bonus paid  
20 to make up the difference that possibly you  
21 wouldn't get for profit sharing.

22 Q. Okay. So it wasn't discussed at the  
23 two formal group meetings?

24 A. If it was, I'm not sure. It could

1 have been. I don't remember all the exact details  
2 of all these meetings four years ago, to the best  
3 of my memory.

4 Q. And you've received that \$8,333.33  
5 payment for the last three years, correct?

6 A. First three years, yeah.

7 Q. Okay. And, in fact, the suit wasn't  
8 filed until after you received your third payment,  
9 was it?

10 A. I don't remember the timing. I do  
11 remember the last profit sharing check I got from  
12 Ford was like \$13,000.

13 Q. And what's the significance of that?

14 A. Well, if you're trying to say that  
15 it's because we didn't put a suit in after this was  
16 done, it's not true.

17 Q. So you filed suit before you got your  
18 \$8,300 payment?

19 A. No, I didn't say that.

20 Q. Okay. What did you --

21 A. I just said -- I just said -- I'll  
22 repeat what I said. I do remember the last profit  
23 sharing check I got with Ford was like \$12,000.

24 Q. Okay. And how is that significant?

1 A. That's all I said --

2 Q. I don't understand the significance of  
3 your statement.

4 A. -- because you were saying that you  
5 couldn't understand how we could get this bonus and  
6 what it was for and I was explaining it was  
7 replacing the profit sharing program payments that  
8 we had got recently from Ford. That was the way it  
9 was interpreted.

10 Q. Okay. And certainly that's not what  
11 the letter says, though, is it?

12 MR. SIMON: Objection.

13 A. It doesn't say it is or it isn't.

14 MR. SIMON: I'm sorry. Objection.

15 The document speaks for itself. You can go ahead  
16 and answer.

17 A. Okay. It doesn't say. Ford benefits  
18 and Zed-F's new plan. Profit sharing is a Ford  
19 benefit.

20 Q. Okay.

21 A. So, yes, I guess it does say that.

22 Q. Okay. And that's the way you  
23 interpreted that?

24 A. That's the way I interpret.

1           Q.     Okay.  Now let's talk a little bit  
2     about -- in general terms, we kind of have talked  
3     about the gray brochure and -- and your thoughts  
4     with respect to that and other discussions you've  
5     had.

6                     What items or issues or benefits or  
7     conditions of employment, whatever you want to call  
8     them, has ZF Batavia failed to deliver?

9           A.     I think their overtime is one of them.  
10    It's not -- starting with that, overtime.

11          Q.     Okay.  What's the issue with the  
12    overtime?

13          A.     I don't think they've maintained the  
14    policy that they said that they were going to.

15          Q.     Okay.  You've got to help me with a  
16    little detail there.

17          A.     Okay.

18          Q.     What specifically has Batavia not done  
19    that you believe it was going to?

20          A.     Okay.  One, they haven't paid us  
21    overtime.

22          Q.     You've received no overtime  
23    compensation?

24          A.     For three weekends in 2001, we worked

1 and were not paid.

2 Q. When you say "we," who is "we"?

3 A. Maintenance supervision.

4 Q. Who specifically?

5 A. I don't know who else worked or who  
6 didn't work, but I know there was more than myself.  
7 I don't get into people's pay, so I don't know.

8 Q. So when you use the term "we," you  
9 didn't know who you were talking about? That's an  
10 assumption, again, on your part?

11 MR. SIMON: Objection, argumentative.  
12 Go ahead.

13 A. There was, I think, four or five  
14 people who worked that weekend that did not get  
15 paid.

16 Q. And what weekend would that have been?

17 A. It was back in April of -- I believe  
18 April, May of 2001. I don't remember the exact  
19 weekend. It's in the documents.

20 Q. It's in which document, sir?

21 A. Probably in the documents that you  
22 have and Steve have.

23 Q. Documents that you gave to your  
24 attorney?



1 A. Right.

2 Q. Okay. And when you say you worked  
3 those three weekends, did you work both Saturday  
4 and Sunday?

5 A. I believe I worked Saturday, I  
6 believe. Maybe Saturday two weeks and a Sunday one  
7 week. So there was --

8 Q. So two Saturdays and one Sunday?

9 A. Best I can remember.

10 Q. Did you work eights or twelves or do  
11 you know?

12 A. I believe it was -- it was either  
13 eight or nine. I'm not sure. One or the other. I  
14 don't remember.

15 Q. For all three shifts?

16 A. Yeah.

17 Q. Okay. Certainly you received your  
18 salary during that time period, correct, your base  
19 salary?

20 A. On overtime? Clarify your question.

21 Q. For those -- for that time period,  
22 let's say all of April of 2001. You did during  
23 that time period receive your salary, correct?

24 A. I received my base salary, yeah.

1 Q. All right. What other or what else  
2 has Batavia not done with respect to overtime?

3 A. Well, I also think that they haven't  
4 maintained the rates. They started off at the same  
5 rate that Ford was and said basically they would  
6 stay -- the overtime rate would stay the same as  
7 what Ford would. You know, went up, it would go  
8 up. And I think if it -- I think there was one  
9 year in there, maybe they -- they didn't adjust it.

10 Q. Which year is that?

11 A. I would say maybe 2000, but I'm not  
12 100 percent sure.

13 Q. And how much should the rate have  
14 been?

15 A. I don't know. We didn't know until  
16 recently they hadn't raised it.

17 Q. When recently did you find out that  
18 it --

19 A. Like in the last year, but they just  
20 adjusted it again recently.

21 Q. And who said that the rate would go up  
22 if Ford's rate went up?

23 A. When they covered it in the meetings  
24 and gave their explanation you would be paid

1 overtime, it would be the same rate as Ford's. It  
2 would basically stay -- you know, would stay the  
3 same as what Ford has, so you wouldn't be losing  
4 any overtime. It's the same basic overtime policy  
5 that Ford used.

6 Q. Same basic policy?

7 A. Yeah, be the same. Be the same.

8 Q. Wait a minute. You said the first  
9 time the same basic policy, correct?

10 A. Yeah --

11 Q. Okay.

12 A. -- would be the same.

13 Q. And who made the comment that it would  
14 be the same basic policy?

15 A. I believe Karl Kehr. He was the one  
16 giving the -- the presentation on that.

17 Q. You believe or you know?

18 A. To the best of my memory, yes, he did  
19 say that.

20 Q. Okay. And I'd asked you earlier about  
21 any other comments from Mr. Kehr and you didn't  
22 mention that. Are you now telling me you remember  
23 that now?

24 A. I remember the overtime, that's

1 correct.

2 Q. You remember that Mr. Kehr at the  
3 first meeting said it would be the same basic  
4 policy as at Ford?

5 A. And they even had a brochure -- or a  
6 slide that they showed, showing it would be the  
7 same.

8 Q. Did the slide say that it would be the  
9 same or did the slide show the rates?

10 A. Showed the rate and the comment was  
11 made would be the same.

12 Q. Do you know if at that time, the rate  
13 was the same as what was paid at Ford?

14 A. Yes, it was.

15 Q. And did they say the rate would stay  
16 the same forever or that the rate would be the same  
17 as it was at Ford at that time?

18 A. That it would -- it would mirror  
19 Ford's -- the same as what Ford was for the  
20 overtime.

21 Q. All right. Well, let's wait a minute  
22 now. Are you saying they used the term "mirrored"  
23 or it was the same basic policy?

24 A. It would stay the same as Ford's.

1 Q. And that's a quote you would attribute  
2 to Mr. Kehr?

3 A. That's correct.

4 Q. But you would certainly agree that's  
5 not what the slide said, correct?

6 A. The slide showed the number.

7 Q. Right.

8 A. That's all it had was a number.

9 Q. As we sit here right now and talk  
10 about this issue, do you remember any other  
11 comments from Mr. Kehr about this issue?

12 A. Not off the top of my head. But as we  
13 discuss, I remember. So as we're going, I might  
14 recall some more.

15 Q. Okay. What else has Batavia failed to  
16 do with respect to overtime?

17 A. Well, I think the other big issue was  
18 and they paid it the same initially the first year  
19 up till November of -- I guess it was 2000. It was  
20 on the casual time difference and that --

21 Q. Okay.

22 A. -- Ford's casual time. If you got up  
23 to the ninth hour -- in other words, if you came in  
24 a half hour prior to the start of your shift and 20

1 minutes -- stayed over 20 minutes, that was casual  
2 time. If you came in 30 minutes early and then  
3 stayed 30 minutes over, when it got to the ninth  
4 hour, you were paid that ninth hour for your first  
5 hour of overtime.

6 Zed-F changed that in -- I believe --  
7 I don't know the exact date, but I believe it was  
8 November of 2000. Probably November 2000, two and  
9 a half years ago, somewhere in there, to where you  
10 had to work 10 hours to get paid the one, the one  
11 hour overtime. So there's been a change in the  
12 casual overtime or the way the overtime is paid.

13 Q. Okay. Anything else with respect to  
14 overtime?

15 A. I think those are the main -- main  
16 ones that I can remember.

17 Q. Now, I recall in certain answers to  
18 interrogatories that you had included a figure of  
19 \$22,500 as a damage claim?

20 A. Yes.

21 Q. Does that number sound familiar?

22 A. (Witness nodded.)

23 Q. And is that a number you provided to  
24 your attorney?

1 A. Yes.

2 Q. And what does that number represent?

3 A. That basically goes back to two and a  
4 half years on casual time of the change -- when the  
5 change was made from paying the ninth hour to going  
6 to the tenth hour before you got paid. So it's an  
7 hour a day.

8 Q. An hour a day for every day Gary  
9 Vories has worked since approximately --

10 A. Well, pretty much. I -- I wouldn't  
11 say exactly, but as best as I can figure.

12 Q. But did that mean -- did you take a  
13 set number of days and just multiply that times an  
14 hour or I'm just trying to understand the --

15 A. Just ballparked it, yeah, as best I  
16 could.

17 Q. Okay. Does that include the three  
18 shifts in April of 2001?

19 A. Three shifts?

20 Q. You remember you'd mentioned three  
21 shifts where you didn't paid in April of '01? I  
22 think that's the right date.

23 A. No, because -- that weekend, you mean?

24 Q. I thought it was three weekends, but

1 maybe I'm mistaken.

2 A. Well, that's what you're saying, the  
3 weekends, not the regular days.

4 Q. Yeah.

5 A. On the weekends, you'd get paid. In  
6 other words, if I work nine hours on a weekend or a  
7 holiday, I get paid that.

8 Q. Okay.

9 A. Weekdays is the only difference where  
10 you have the tenth hour before you get paid the one  
11 hour.

12 Q. I think we've got a bit of a  
13 disconnect there. You had mentioned earlier -- I  
14 think it was your first point on overtime that ZF  
15 Batavia didn't pay you or four or five other people  
16 for three weekends in April and May of 2001?

17 A. That's correct.

18 Q. Okay.

19 A. That's for the whole hours we worked.

20 Q. Understood.

21 A. Right.

22 Q. My question is, are those three  
23 week -- I think it was three days. There was three  
24 weekends included in the 22,5 number?



1 A. No, I don't believe so.

2 Q. All right. So I would need to add  
3 that to your claim?

4 A. I believe so. I -- I can't say for  
5 sure because I'd have to look at what I turned in.

6 Q. All right. If you know, is there any  
7 other component of that 22,5 other than --

8 A. No.

9 Q. -- the overtime and maybe those  
10 weekends?

11 A. I believe that was just for the  
12 overtime, and then there was also a calculation  
13 of -- now, I can't remember if that was added in or  
14 not, to be honest with you. I'd have to look at my  
15 information. That was a -- there was also a  
16 calculation of the difference in the rate between  
17 what they were paid and what Ford was paying at  
18 that time. And I think that was a ballpark figure.  
19 I don't remember exactly how -- how we got it.

20 Q. But I think you're telling me you're  
21 not sure if that is or isn't in there?

22 A. It's in there, but I don't know if it  
23 was included in that total amount or not.

24 Q. Okay.

1           A.     In other words, what I'm saying is  
2     if -- if we figured that the overtime rate for  
3     overtime should have been another 70 cents per  
4     hour, whether that was included in that number or  
5     separated out --

6           Q.     Okay.

7           A.     -- I'm not sure.

8           Q.     All right. Any other issues with  
9     respect to overtime?

10          A.     No, as far as I can remember at this  
11     point, unless something comes up during the  
12     discussion here that I remember something else.

13                 MR. HUNTER: Okay. We've been at this  
14     for about an hour and a half. Let's take a break.

15                 (Off the record: 9:34 a.m. - 9:47 a.m.)

16          Q.     All right. I think, Mr. Vories, we  
17     had exhausted overtime, but I didn't know if during  
18     the break something else had come to mind with  
19     respect to that?

20          A.     The only thing that we were  
21     discussing --

22                 MR. SIMON: Well, don't say anything  
23     we were discussing. Hold on a second. Don't  
24     discuss anything we're discussing. I don't ask --

1 THE WITNESS: Okay.

2 MR. SIMON: -- witnesses what they  
3 discuss.

4 THE WITNESS: Okay.

5 MR. SIMON: Go ahead. And if there's  
6 anything else on overtime you want to explain, you  
7 can do that.

8 A. Okay. The overtime part where you  
9 were -- the total. And I think I'm answering as  
10 best as I can. I'm not sure if -- if the hour  
11 difference was put in there for that total. It may  
12 have been. You know, the 22,000, I think you were  
13 saying what all that included.

14 Q. Mm-hmm.

15 A. That may've included everything. I'm  
16 not sure. I don't have it in front of me, but  
17 it's -- it's possible. I don't know. I can't  
18 remember.

19 Q. Oh, okay.

20 A. When all the totals were added up, so  
21 that may be the whole total. I'm not --

22 Q. Is that a number that you came up with  
23 or that somebody else came up with for you or --

24 A. No, I -- I came up with.

1 Q. Okay.

2 A. But when I turned it all in, I don't  
3 remember if I separated it out and then two or  
4 three different things and I added up the total to  
5 get that or -- you know, that's possible.

6 Q. Okay. And when you -- you had  
7 apparently, I don't know, some worksheet or  
8 something that you gave to Mr. Simon?

9 A. I had all my copies of my time sheets.

10 Q. Okay. And you gave to Mr. Simon all  
11 those time sheets?

12 A. That's correct.

13 Q. And I think he's given those to me?

14 A. Okay.

15 MR. SIMON: I gave you everything that  
16 was given to me, in terms of time sheets and that  
17 sort of thing.

18 MR. HUNTER: I guess my only  
19 consternation is just really trying to understand  
20 what those numbers represent because so far nobody  
21 has really been able to tell me exactly what's in  
22 those numbers. You know, I've been getting best  
23 guesses, but I just -- honestly, Steve, I don't  
24 feel like I know.

1 MR. SIMON: Really? I can further  
2 explain, if you like, after the deposition.

3 Q. All right. We're done with overtime,  
4 right?

5 A. If you are, I am.

6 Q. Okay. I just didn't know if there was  
7 any other issues with you with respect to overtime.

8 A. Not right now --

9 Q. Okay.

10 A. -- unless something would come up  
11 later in our discussion, but I think that's it.

12 Q. Okay. What other representations,  
13 promises, whatever you want to call them, has ZF  
14 Batavia failed to deliver on?

15 A. I believe the -- the AIP bonus. In  
16 the brochure, agreement we -- we got, it basically  
17 stated that it was going to be based on the goals  
18 that that company meets and the profit margin on  
19 the -- whether one would be paid.

20 And at no time during discussions and  
21 meetings we were -- was it included into that, that  
22 overtime would be part of it or personal  
23 performance would be part of it.

24 Q. Okay. Now, when you say that overtime

1 is not to be a part of it, certainly you would  
2 acknowledge that overtime affects the profitability  
3 of the company, doesn't it?

4 A. That part of it, but your individual  
5 amounts of overtime you earn would not be part of  
6 it.

7 Q. Okay. But, again, overtime affects  
8 the profitability overall?

9 A. That's part of costs.

10 Q. Okay. And you're saying that  
11 individual performance is an unfair measure for  
12 annual incentive?

13 A. Well, the annual incentive or our  
14 merit review, that's your performance review.

15 Q. Okay.

16 A. I think that is -- that is the time  
17 that your performance is evaluated. At no time was  
18 it stipulated or mentioned that a performance  
19 review would be a part of a AIP calculation.

20 Q. Well, I guess I'm just talking in  
21 general fairness terms. Mr. DeVito talked about  
22 that yesterday. In terms of -- are you telling me  
23 that it's unfair to consider individual performance  
24 with respect to AIP?

1           A.     I'm saying that what was told us, that  
2     it would not be, that it would be based on the  
3     goals of the company and the profits that the  
4     company got. And then in the next item that's  
5     listed in the brochure is your merit review where  
6     it does get into your individual performance.

7           Q.     But I guess my question still stands,  
8     Mr. Vories. Are you telling me that it was unfair?

9           A.     I don't believe it's part of the AIP  
10    bonus. I don't think that would be fair if it was  
11    not told to you that that was going to be used.

12          Q.     It wasn't told to you that it wouldn't  
13    be used, was it?

14          A.     No.

15          Q.     Okay. All right. Now, with respect  
16    to AIP, in particular you've discussed the -- your  
17    opinion that -- that overtime, individual overtime  
18    had a basis in that. How did that affect Gary  
19    Vories?

20          A.     Well, in the AIP that was paid in 2002  
21    for 2001, I personally did not get a AIP bonus. I  
22    was told at the time I was -- had the meeting to  
23    determine whether I was going to get one with my  
24    boss, who is Milt Gross, that the reason I didn't

1 get it was because I had worked too much overtime.

2 Q. Mr. Gross told you that?

3 A. That's correct.

4 Q. Do you have an opinion as to what your  
5 bonus would or should have been?

6 A. I don't know exactly what it would be.  
7 I know in previous years, it would have been -- I  
8 know seven or \$8,000, somewhere in that ballpark.

9 Q. When you say "in previous years," you  
10 talking 2001 and 2000?

11 A. Yeah, somewhere in that -- the year  
12 before that, the year after. The one we just got  
13 in 2003, which was for 2002, I don't know what  
14 the -- what the equivalent would have been.

15 Q. Okay. Do you have any other issues  
16 with respect to AIP and ZF Batavia?

17 A. Well, I think on that same issue,  
18 that -- you know, when we were told that we didn't  
19 receive an AIP bonus for that year because we had  
20 worked too much overtime, that during that year we  
21 were on a critical -- what they call critical plant  
22 status where you were required to work overtime.  
23 You didn't have the option of -- you know, not  
24 being able to work 'cause there was real emphasis



1 on production that particular summer of that year  
2 and there was a lot of overtime worked.

3 And also we were told later that --  
4 that the reason -- part of the reason we didn't get  
5 a bonus was because maintenance's budget -- didn't  
6 have the money in the budget to pay it, the  
7 overtime.

8 So that ended up being a problem, too,  
9 because when you tied -- it's kind of two different  
10 subjects. But once you -- one, you didn't have the  
11 overtime to get paid for the weekend and then the  
12 other one you worked too much.

13 So but on the specific AIP bonus, I  
14 think being told that the overtime was used and you  
15 worked too much overtime, that was the main reason  
16 on the AIP bonus.

17 MR. SIMON: Off the record.

18 (Off the record: 9:56 a.m. - 9:57 a.m.)

19 MR. HUNTER: Okay. We're back on the  
20 record. The record should reflect that Mr. Steward  
21 has joined the deposition this morning.

22 Q. Mr. Vories, we were talking about the  
23 AIP issues and I think we concluded that one.

24 A. Just one other point I would like to

1     make is that -- getting back to the budget is --  
2     because we had worked too much overtime and we were  
3     over budget, the people -- my -- my feeling is --  
4     personal feeling is that people who were  
5     responsible for maintaining that budget, who are  
6     people above me, they do the budget. They're  
7     responsible for trying to keep within that budget,  
8     they got paid a bonus, which doesn't seem to make a  
9     lot of sense to me. The year that we didn't get a  
10    bonus, they got one.

11                 At my position, I don't get much  
12    choice of saying whether I get to work or I don't  
13    unless they tell me I have to work Saturday or  
14    Sunday or a weekend. I have to work. That's part  
15    of my responsibility for employment. But I see it  
16    as part of their -- their responsibility as a  
17    manager if there's supposed to be budgeting and  
18    maintaining their budgets, that they should be able  
19    to do that. If they didn't do that, then they  
20    should be affected bonus-wise, just like I was.

21                 Q.     Are you telling me that, in a sense,  
22    you'd have been happier if nobody had gotten a  
23    bonus that year?

24                 A.     I would have been happier if the

1 people who were responsible didn't get a bonus, if  
2 that's -- that's my point.

3 Q. Okay. So you don't have a problem  
4 if -- if some people had gotten a bonus, just in a  
5 sense, the folks above you?

6 A. People responsible.

7 Q. And so that, again, it would have been  
8 appropriate for some people to get a bonus, but not  
9 others?

10 A. Yes. There was people who were going  
11 to be adversely affected on their bonuses, that  
12 should have been the people responsible for the  
13 budget.

14 Q. Okay. And under your understanding,  
15 that would have been appropriate, in terms of the  
16 AIP plan?

17 A. If that's the way it was determined,  
18 they say they did it, I would say yes.

19 Q. Okay. Any other issues, in terms of  
20 commitments made by ZF Batavia that have not been  
21 followed through on?

22 A. I think personal days went from five  
23 to three.

24 Q. Okay.

1           A.     And the funeral -- bereavement, that  
2     was reduced from three down to one for nonclose  
3     family members, immediate family.

4           Q.     Did you use -- were you negatively  
5     impacted by the reduction in personal days?

6           A.     I'd say I was. Well, I'd say I was  
7     because of the availability of them not being  
8     there.

9           Q.     Did you --

10          A.     I think I did use the three days that  
11     I had. If I'd had a couple more -- I think during  
12     that period, one week I had the flu real bad. That  
13     particular winter, I was off, I think, a whole  
14     week. So I end up using -- you know, the personal  
15     days and some vacation time to cover it.

16          Q.     Do you remember what time period that  
17     was?

18          A.     I know it was in January.

19          Q.     Of '01?

20          A.     I'm guessing '01. I'm not -- trying  
21     to think back. I would say probably '01. Trying  
22     to think how many years back I was sick.

23          Q.     And on the bereavement days, have you  
24     been negatively impacted by that?

1 A. No.

2 Q. Now, we discussed the meetings before.  
3 You originally told me about a few items, then you  
4 recollected about the retirement issue. To my  
5 recollection of your testimony, you never mentioned  
6 the personal days or the bereavement days at any of  
7 the -- coming up at any of the meetings.

8 Are you telling me now that those  
9 issues came up at any of those meetings?

10 A. I don't believe they came up because  
11 I think they were changed later because of the  
12 brochure. I believe it was five days.

13 Q. Okay. So there was no discussion at  
14 any of the -- either of the formal meetings? I  
15 guess there are two that you've related about  
16 bereavement or personal days?

17 A. Not that I remember.

18 Q. Okay. Any other issues where ZF  
19 Batavia has failed to follow through?

20 A. I believe that we were given the  
21 impression that there would be more people possibly  
22 going into CVT. Ford transitional people would  
23 have a real good opportunity of getting in on the  
24 ground floor of the CVT. And I don't think it's

1 necessarily happened. I think a lot of people that  
2 are in CVT now are a lot of -- you know, new hires.  
3 They're not transitional people.

4 Q. Is it your desire to go into CVT?

5 A. I'd like to have the opportunity.

6 Q. Have you ever inquired of the company  
7 about moving over to CVT?

8 A. Just in general discussions, but  
9 nothing specifically.

10 Q. General discussions with?

11 A. Just like with Hassan and what the  
12 possibility would be of going over there sometime.

13 Q. Has Hassan told you that that's not  
14 possible?

15 A. He's basically just said that -- you  
16 know, it's a possibility and be kept in mind. But  
17 with us running the CVT, they -- you know, I'm sure  
18 decided to keep the people with experience over on  
19 the CD -- CD4E side. That's probably what's  
20 happened.

21 Q. Well, in part, my understanding is we  
22 still from time to time struggle with production at  
23 CD4E, correct?

24 A. That type of business, every day is a

1 struggle.

2 Q. Agreed. And so do you think it's  
3 inappropriate to keep the experienced people over  
4 on the current product?

5 A. I think it's important to really try  
6 and keep both of them going to keep our business  
7 alive. We got to have the CVT going to keep money  
8 going now and the -- the CD4E. CVT for the future,  
9 we have to have that or not going to be good if we  
10 don't.

11 Q. Sure. But, again, I think you would  
12 agree it's absolutely critical to perform on CD4E.  
13 And that's a current immediate need. It's not --

14 A. That's correct.

15 Q. Anything else that ZF Batavia has  
16 failed to deliver on, in your opinion?

17 A. Not off the top of my head that I can  
18 think of right now, unless I think of something  
19 else during discussions.

20 Q. With respect to these issues, did you  
21 ever go to Mr. Kehr or Mr. Adams and try and  
22 discuss these issues?

23 A. No.

24 Q. Did you ever go to Mr. Saleh?

1           A.     The person probably that was -- that  
2     we went to or at least attempted to discuss some of  
3     these issues with in group meetings was Len Sennish  
4     in our face-to-face meetings.

5           Q.     Okay. And what was the nature of your  
6     discussions with Mr. Sennish?

7           A.     Well, at one time, there was a letter  
8     that was sent to Mr. Sennish and he opened it up  
9     and started reading it about concerns about how do  
10    you think you're going to be able to keep the  
11    business running if you're -- if you're not meeting  
12    these commitments. And they were spelled out, some  
13    of the things that people -- you know, the overtime  
14    or not paying overtime, AIP and the whole different  
15    issues that we've already discussed.

16                   And his basic response was that -- you  
17    know, he didn't think whoever that person was --  
18    see how I can word this. Basically was much of a  
19    person to send him something in writing and not  
20    talk to him face to face and he wasn't even going  
21    to continue the lead meeting. And his basic  
22    opinion was if you didn't like it, hit Route 32 and  
23    sue me.

24           Q.     Okay. Did he use those words or --



1 A. Yes, he did.

2 Q. -- or is that kind of a summary?

3 A. That was basically his words that he  
4 used was hit 32 or sue me.

5 Q. Okay. Do you remember when that  
6 meeting was?

7 A. I don't remember the specific date.

8 Q. Do you remember who was in attendance  
9 at that face to face?

10 A. No. I know it's -- you know, it's an  
11 afternoon -- Wednesday meeting that we have every  
12 Wednesday and there's production, maintenance,  
13 floor supervision that go to that meeting in the  
14 afternoon.

15 Q. The -- when we talked about your claim  
16 for damages, which was a -- \$22,000 and some  
17 change, there is no component of that that relates  
18 to your base salary, is there?

19 A. No --

20 Q. You've always --

21 A. -- not that I'm aware of.

22 Q. You've always received your base  
23 salary?

24 A. Yes.

1           Q.     When you report your time for the  
2     company, and I'm talking about ZF Batavia, have you  
3     been consistent in terms of the way you report that  
4     since you started there at the company?

5           A.     Yes.

6           Q.     Okay. And generally, how do you do  
7     that?

8           A.     Basically you have two time sheets you  
9     fill out and you put in what time you -- what time  
10    you actually start and what time you leave, show  
11    your hours. And if you have any overtime, you  
12    indicate the hours of overtime for that day. And  
13    then if you have a personal day, there's a column.  
14    You fill that in for personal or vacation, so --

15          Q.     Okay. Now, in terms of casual time,  
16    which you've acknowledged exists, how do you report  
17    that on your timecard?

18          A.     What I do is I show that I started --  
19    and I don't -- I actually come through -- I  
20    personally come through the door normally at 10  
21    after two, somewhere -- give or take a minute at 10  
22    after two. I come through the door. I'm usually  
23    out at the floor at the outpost where I work by  
24    quarter after two.

1 Q. Okay.

2 A. I show my starting time as 2:30, which  
3 is a half hour before my shift actually starts at  
4 three. And then I work -- majority of the time, I  
5 work till 1:00, which is a total of 10 and a half  
6 hours, including -- you know, a lunch -- a lunch  
7 half hour, which equivalents to, under the new  
8 overtime policy, of one hour overtime.

9 Q. Okay. Let's see. I want to  
10 understand something here. Your scheduled shift,  
11 in a sense, would begin at three, correct?

12 A. That's correct.

13 Q. And then -- so you arrive at the plant  
14 2:10. You tell me you're on the floor at 2:15?

15 A. Right.

16 Q. And so you, in a sense, hit the time  
17 clock, as it were, then, at 2:30?

18 A. That's when I show my actual starting  
19 time.

20 Q. Okay. And so is that 15 minutes  
21 between -- or I don't know. 15 to 20 minutes  
22 between either 2:10 or 2:15 to 2:30. Is that  
23 casual time?

24 A. Right.

1 Q. Okay. Now, what's the half hour  
2 between 2:30 and three?

3 A. Well, actually 2:30 and three would be  
4 your casual time because you're supposed to be  
5 there a half hour ahead and a half hour after.

6 Q. Okay.

7 A. So my 15 minutes, that's basically my  
8 time. I don't show that --

9 Q. Okay.

10 A. -- even though I'm there and I'm on  
11 the job, I'm showing that I'm there at 2:30. So we  
12 have to give -- you know, the one hour casual time,  
13 so that's the half hour before and a half hour  
14 after. So the half hour at 2:30 till one, that  
15 includes the hour.

16 Q. Okay.

17 A. Ends up being 10 and a half hours  
18 total with lunch in there.

19 Q. Okay. Is there a deduction on your  
20 time sheet for the half hour for lunch or is it  
21 just part of the overall --

22 A. That's just part of the overall --

23 Q. Okay. And are you a -- kind of a  
24 creature of a habit? I mean, lunch is a half hour

1 every day or it just --

2 A. Yeah. I stay at the plant -- normally  
3 in production, you don't get it. About the time  
4 you sit down and try to eat something, somebody is  
5 calling your name. So in and around a half hour  
6 there.

7 Q. Do you have an understanding as to  
8 whether or not ZF Batavia pays for lunch?

9 A. No.

10 Q. You don't have an understanding there?

11 A. No. Your lunchtime is -- I show the  
12 total time that I'm there, but they don't pay you  
13 for lunch.

14 Q. Okay.

15 A. That's why my total time each day is  
16 10 and a half hours.

17 Q. All right. And so if it's 10 and a  
18 half hours --

19 A. My total --

20 Q. I think you told me if it was a 10 and  
21 a half hour time entry, that you would be paid,  
22 then, for nine hours for that day?

23 A. Right, because that half-hour lunch is  
24 included in there. You don't get paid for that.

1 Q. Okay. And so if you acknowledge the  
2 hour of casual time and the half hour for lunch,  
3 are you being paid, then, what you're supposed to  
4 be being paid --

5 A. Right.

6 Q. -- per your understanding?

7 A. Right.

8 Q. So you're being paid appropriately?

9 A. Right --

10 Q. Okay.

11 A. -- under the new policy --

12 Q. Well --

13 A. -- where you're putting in -- under  
14 the Ford policy, I'd get paid 10 hours. When I was  
15 with Ford, if you worked 10 and a half hours, that  
16 included lunch, you'd get paid 10 hours. Once you  
17 got to the ninth hour, you'd get that ninth hour.  
18 If you worked the next hour, you'd get the tenth  
19 hour. Under Zed-F's overtime policy, you don't get  
20 that ninth hour till you've worked 10 hours.

21 Q. If I recall, though, correctly, I can  
22 recall a couple of Ford transitionals telling me  
23 that, for example, Mr. Ervin, even. And I don't  
24 recall if you sat through his deposition --

1           A.     Na-huh.

2           Q.     -- that the casual time could be 15  
3     minutes to 30 minutes prior to the shift at Ford.  
4     Is that a fair statement?

5                     MR. SIMON: I just object to the  
6     extent you're asking him about Mr. Ervin's  
7     testimony. He wasn't here for that. The record  
8     will speak for itself what Mr. Ervin said, but you  
9     can go ahead and answer his question.

10          Q.     Well, let me clarify the question,  
11     then. Is it accurate to your way of thinking that  
12     casual time at Ford would have been 15 to 30  
13     minutes at the end and beginning of each shift?

14          A.     Casual time could have been, yeah, 15  
15     minutes or it could have been 20 minutes, could  
16     have been whatever, whatever it took you. But once  
17     you got an hour in, then they paid you.

18          Q.     Okay.

19          A.     That was the example I gave -- you  
20     know. 20 minutes for the start of the shift, 20  
21     minutes after the start of the shift, that was  
22     casual. When you got to that hour mark, then they  
23     paid the money for the first hour of overtime.

24          Q.     And I think I remember testimony where

1       somebody said, Well, you know, if you hit 59, you  
2       weren't there. You didn't get the hour?

3             A.       That's correct.

4             Q.       Okay. So if you worked a minute less  
5       here each day, you would not be entitled to the  
6       overtime?

7             A.       You'd have to give me an example.

8             Q.       I'm just asking because you -- you've  
9       basically said, I'm working a half hour before, a  
10      half hour after and a half hour out of there for  
11      lunch. And so I'm not trying to pick nits, but if  
12      I understand what other folks have told me, if, in  
13      fact, it was 29 minutes before and 30 minutes  
14      after, you would not be entitled to that hour of  
15      compensation, correct?

16            MR. SIMON: I just object. He didn't  
17      say he worked the hours as you've described them,  
18      but go ahead and answer.

19            A.       I don't know. I'd have to -- I'd have  
20      to see the example. I don't do that, so it  
21      wouldn't make any difference.

22            Q.       Okay. Well, then --

23            A.       I'm there plenty early.

24            Q.       Okay. Well, let's -- what you've told



1 me and I think your timecards would bear it out, is  
2 generally, as you've told me, have a start time of  
3 about 2:30 on there?

4 A. Start time of 2:30, yeah.

5 Q. Okay. And in the example that you  
6 used, you said if basically -- my timecard reflects  
7 10 and a half hours --

8 A. Right.

9 Q. -- okay? For that 10 and a half  
10 hours, you've got a half hour before the shift?

11 A. Right.

12 Q. Half hour after the shift?

13 A. Right.

14 Q. And a half hour after?

15 A. Right.

16 Q. Or I'm sorry, for lunch?

17 A. Right.

18 Q. Okay. Under the new system, if the  
19 one hour of casual time was 59 minutes --

20 A. Right.

21 Q. -- you would not be paid for that  
22 first hour, correct?

23 A. You wouldn't be paid -- according to  
24 how many hours you work. You're only working nine.

1 Q. I'm talking -- let's call it, again --

2 A. You couldn't do that if you're working  
3 10.

4 Q. It's the 59 minute issue --

5 A. Mm-hmm.

6 Q. -- okay? If you've only got 29  
7 minutes casual time before the shift, 30 minutes  
8 after and a half hour for lunch --

9 A. Right.

10 Q. -- okay? What would you be paid for  
11 under the Ford system?

12 A. If you didn't have your hour of casual  
13 time, you wouldn't get paid starting until you had  
14 an hour in.

15 Q. Okay. So we're talking now about a  
16 difference of a minute here, basically --

17 A. Mm-hmm.

18 Q. -- right?

19 A. Right, but --

20 MR. SIMON: I'm just going to add,  
21 when you say he worked 10 hours, not the nine, but  
22 I -- you heard him say it, so --

23 MR. HUNTER: All right.

24 MR. SIMON: The reason I interjected,

1 I wasn't sure you understood -- understood his  
2 answer, but apparently you did, but go ahead.

3 MR. HUNTER: And it's kind of running  
4 passed here. Let's -- I'll turn the floor over to  
5 Mr. VanWay, try and keep on schedule here.

6 (10:17 a.m.)

7 MR. VANWAY: Mr. Vories, are you good  
8 to keep going or do you need a break?

9 THE WITNESS: No, I'm okay.

10 EXAMINATION

11 BY MR. VANWAY:

12 Q. Well, Mr. Vories, I know we've met  
13 before. As you know, I'm Jeff VanWay. I represent  
14 Ford in this case. I have a few questions for you  
15 today regarding the claims that you've brought  
16 against Ford.

17 You testified earlier today about  
18 Exhibit 2 and about the paragraph at the end of --  
19 of Exhibit 2 and -- and your understanding  
20 regarding that paragraph. I believe that what you  
21 said was it was not entirely clear to you at the  
22 time you read that as to what it meant. Is that  
23 right? Did I capture your testimony accurately?

24 A. That when I first -- when I was first

1 given -- when I first got it and read it over, it  
2 wasn't -- you know, clear in my head exactly what  
3 it meant. But as I studied it and the meetings  
4 that were held at that time when we got it, the  
5 follow-up meeting, that the way I interpreted it  
6 was that the benefit summary plans, which are your  
7 benefits, such as your health insurance, that type  
8 of thing is what they were talking -- your actual  
9 compensation or what I call employment conditions,  
10 such as salary, annual incentive and merit program,  
11 that type of thing were separate than the summary  
12 plan benefits.

13 Q. When did you come to that  
14 understanding?

15 A. When I had the discussions and it was  
16 explained to me in the second meeting when we got  
17 it and a quick review was done of this.

18 Q. And in the second meeting, did you or  
19 anyone else in that meeting ask a question about  
20 what does this language mean, subject to change?

21 A. No, but I think, like I say, that was  
22 my own personal interpretation of --

23 Q. Did someone say something in that  
24 meeting that led you to that interpretation?

1           A.     No, but the only thing that was said  
2     in that meeting, that they were talking about the  
3     benefits, such as the 401K being changed, that it  
4     was going to be different, there was going to be a  
5     different, I believe, health insurance company,  
6     those type of things were going to be different on  
7     the benefit side.

8           Q.     Different than what they were at Ford?

9           A.     Right.

10          Q.     Okay. Vacation was going to be  
11     different, too, wasn't it?

12          A.     Vacation was basically going to be the  
13     same, except for the person for the fifth week.

14          Q.     There would be some difference --

15          A.     Right.

16          Q.     -- for some people, right?

17          A.     Right.

18          Q.     So did you understand, then, that that  
19     language applied to vacation as well since vacation  
20     was going to be different than what it had been at  
21     Ford?

22          A.     Vacation's the --

23          Q.     So vacation wouldn't be one of those  
24     conditions of employment?

1 A. No.

2 Q. That would be more of a benefit --

3 A. Right.

4 Q. -- that you thought was subject to  
5 change?

6 A. Right.

7 Q. Okay. Personal days, those were going  
8 to be different than how they had been at Ford  
9 also, right?

10 A. Right, because I believe if I remember  
11 at Ford, it was -- you know, more days than the  
12 five.

13 Q. Okay. So, again, you understood the  
14 subject to change language applied to personal days  
15 as well?

16 A. Right.

17 Q. Okay. Now, you testified earlier  
18 about an employee meeting where there were slides  
19 shown. And I'll ask you, do you have Exhibit 4  
20 that you can show him, Steve?

21 MR. SIMON: Yes.

22 Q. Exhibit 4, is that a copy of the  
23 slides that were shown at the meeting?

24 A. As best as I can remember, yeah.

1 Q. Okay. And as you look at -- if you  
2 would, look at Bates stamp page 2, which is the  
3 third page in, towards -- back towards the front.  
4 It says agenda at the top. I think you're there,  
5 right there. You went to the p.m. meeting, right?

6 A. Right.

7 Q. Okay. If you look at what's on Bates  
8 stamped page 2, does that -- that agenda, as far as  
9 you can remember, is that an accurate  
10 description --

11 A. Mm-hmm.

12 Q. -- of what was discussed at the  
13 meeting?

14 A. Right.

15 Q. Okay. And as you look at each topic,  
16 it has an individual's name. At the end of that,  
17 for example, Welcome, Introductions, Karl Kehr, et  
18 cetera. As you look at this, is that correct in  
19 terms of who addressed each topic at the meeting,  
20 as far as you can recall?

21 A. Yeah, as best as I can remember.

22 Q. Okay. Now, you testified regarding  
23 your conversations with Hassan. You understood,  
24 didn't you, that Hassan wasn't responsible for

1 putting together Exhibit 2?

2 A. I wouldn't think he would've been  
3 involved with that, no.

4 Q. Okay. I mean, as far as you knew, he  
5 only -- the only things he knew about the benefits  
6 listed in here are the same things you knew because  
7 he'd attended the same meetings that you had,  
8 right?

9 A. That's correct.

10 Q. I believe you also said that your  
11 questions to Hassan were more in the line of, can I  
12 trust these folks from ZF?

13 A. Right, and that was part of it and  
14 also -- you know, what -- what they have given to  
15 us here in writing, they feel like these were going  
16 to be upheld or -- you know, any reason to not  
17 believe what we were told or generally again --

18 Q. And it was important to you to be able  
19 to trust ZF, right?

20 A. Definitely.

21 Q. Because it was your understanding that  
22 it was going to be up to ZF to fulfill the promises  
23 that you've characterized being made here in  
24 Exhibit 2, right?



1           A.     Well, I wouldn't necessarily say that  
2     a hundred percent because I think at the -- you  
3     know, at the time it was announced, there was going  
4     to be a board of three Ford people and three Zed-F  
5     people on the joint venture.

6           Q.     Right.

7           A.     And that they were going to be  
8     responsible for basically the operation of the  
9     company and hopefully overseeing that these things  
10    were done.

11          Q.     Okay.  So --

12          A.     So the combination of the two.

13          Q.     You understood, then, that the board  
14    of directors was going to be responsible for  
15    fulfilling whatever was represented here in Exhibit  
16    2?

17          A.     I would say that they were the people  
18    responsible for the operation, yeah.

19          Q.     Okay.

20          A.     I'd say they were overseeing to make  
21    sure these things were done.

22          Q.     And there is, in fact, a board of  
23    directors at ZF Batavia, isn't there?

24          A.     Right.

1 Q. Three Ford representatives and three  
2 ZF representatives?

3 A. There was originally. I don't know  
4 what the -- what the number is now --

5 Q. Okay.

6 A. -- but that's what we were told, that  
7 there was going to be Ford involvement also -- you  
8 know, at the start of the joint venture and that's  
9 the way it was going to be put together --

10 Q. Okay.

11 A. -- three and three.

12 Q. And when you asked Hassan whether or  
13 not essentially you could trust the folks from ZF,  
14 was it your belief that Hassan could speak for the  
15 people from ZF?

16 A. Well, he had had dealings with them.  
17 I guess -- I know I felt that at least he had some  
18 better insight than what we would have because we'd  
19 only seen a few people and heard Dave Adams -- you  
20 know, give his speech a little bit during the  
21 meeting. But he had been in meetings with the  
22 different Zed-F people who were going to be taking  
23 over.

24 Q. Now, you testified about the

1 retirement issue, the specific issue that affected  
2 you and that that was a very important issue. I  
3 take it that if that hadn't been clarified to your  
4 satisfaction, you would not have accepted the offer  
5 with ZF Batavia?

6 A. I probably wouldn't have, no.

7 Q. You testified some about questions  
8 that were asked about the ability to transfer to  
9 Sharonville. And I wasn't clear from your  
10 testimony. You seem to kind of separate into two  
11 categories in your testimony those things you  
12 called conditions of employment and those things  
13 that you called benefits.

14 The ability to transfer to  
15 Sharonville, which category did that fit into, a  
16 condition of employment or a benefit?

17 A. I would say that would be, in my  
18 opinion, be a condition of -- of employment, having  
19 that opportunity to -- to transfer.

20 Q. Okay. And I believe you said that the  
21 answer on whether or not you could transfer to  
22 Sharonville just kept changing all the time?

23 A. Yeah, and the rumor mill also held --

24 Q. Okay.

1           A.     -- you know, originally, yeah, there'd  
2     be a possibility of people being able to go there  
3     and, no, it wasn't going to happen. And, okay,  
4     maybe somewhere down the road within six months,  
5     there would be additional openings, you know.

6           Q.     Fair statement, then, that whether or  
7     not you could transfer to Sharonville seemed to be  
8     subject to change because it kept changing all the  
9     time?

10          A.     Right, because the last word we got --  
11     the last official word was that there would be  
12     no -- no opportunities at Sharonville, that there  
13     would be an opportunity -- possibility for other  
14     interviews within the Ford organization, but it  
15     wouldn't be at Sharonville.

16          Q.     Now, you testified about your profit  
17     sharing. I believe what you said was that, as best  
18     as you could recall, your last profit sharing check  
19     from Ford was around \$13,000?

20          A.     Mm-hmm, somewhere in that ballpark.

21          Q.     Now, the records that I've reviewed,  
22     Mr. Vories, show that the last profit sharing check  
23     you received from Ford in 1999 was a little over  
24     \$9,500. Does that sound --

1 A. Might have --

2 Q. -- right?

3 A. -- been. That probably was a partial  
4 because we only had part of the year, maybe.

5 Q. Okay. So '98, then, would have been  
6 the last full year's profit sharing --

7 A. Probably --

8 Q. -- received?

9 A. -- yeah.

10 Q. And the same records that I've  
11 reviewed show that your profit sharing in 1998 from  
12 Ford was just a little over \$7,000. Does that  
13 sound right?

14 A. That might be true.

15 Q. Okay. So --

16 MR. SIMON: Mr. VanWay, are you  
17 reading off a document that's been produced in this  
18 case?

19 MR. VANWAY: Certainly not. This is  
20 work product.

21 MR. SIMON: Okay.

22 A. Well, maybe --

23 MR. SIMON: Let me just offer an  
24 objection that you've been asking these witnesses

1 about documents that reflect their performance  
2 bonus at Ford and we haven't been produced the  
3 documents.

4 MR. VANWAY: I guess in response to  
5 that, I don't believe there's been a request to  
6 produce the document. If you'd like to make such a  
7 request, certainly we'd consider that.

8 MR. SIMON: We don't have to argue  
9 about this on the record, but there is a Rule 26  
10 disclosure that they're mandatory. And it sounds  
11 like Ford's position -- that those documents  
12 support your claims, but I haven't seen them.

13 Q. Mr. Vories, at the time there were  
14 these discussions about overtime in the employee  
15 meetings, there wasn't any discussion, was there,  
16 about adjusting the rate in the future?

17 A. Could you ask it again?

18 Q. Sure. During these meetings, did  
19 anyone represent to you that there were going to be  
20 future changes in the overtime rates?

21 A. It was basically stated that they  
22 would maintain the same as what Ford was going to  
23 be.

24 Q. Maintain the same as what Ford was

1 right then?

2 A. Or going to be in the future.

3 Q. Well, which one did they say?

4 A. They would maintain -- be basic -- be  
5 the same as what Ford was on the overtime -- or the  
6 overtime would be paid at a rate equivalent of what  
7 Ford was paying then and in the future. It would  
8 follow that.

9 Q. Okay. So your understanding was that  
10 this was a representation as to what was going to  
11 happen in the future if Ford changed their overtime  
12 rates?

13 A. Right.

14 Q. And who said that?

15 A. It was asked as a question on whether  
16 it was going to continue to change or stay the same  
17 down the road or what it -- because everybody knew  
18 that Ford adjusted their rates once a year or at  
19 least looked at it. The question was asked and the  
20 answer was that would be a consideration of trying  
21 to stay at that same level that Ford had on their  
22 overtime.

23 Q. And who said that?

24 A. I believe it was Karl Kehr when it was

1 asked. I can't say for sure.

2 Q. And he said that they'd give  
3 consideration to doing that?

4 A. Yeah.

5 Q. As of November 2000, which I believe  
6 is when you testified ZF Batavia changed its policy  
7 with regard to casual time?

8 A. Mm-hmm.

9 Q. Do you know what Ford's policy  
10 regarding casual time was as of November 2000?

11 A. My interpretation of the years I was  
12 with Ford, just from my personal experience of  
13 working overtime and a lot of it while I was there  
14 and a lot since I been with Zed-F, that if you had  
15 casual time prior to the shift, after the shift  
16 less than an hour, you did not get paid that hour  
17 of overtime. In other words, once you got to the  
18 ninth hour or 60 minutes in, then you got paid that  
19 first hour of overtime.

20 Q. Okay. And that was your understanding  
21 as of the time you left Ford?

22 A. Correct.

23 Q. Do you know as of November 2000  
24 whether Ford's policy had changed or not?



1           A.     Far as I know, it was the same, but I  
2     can't say.

3           Q.     I mean, have you spoken to anybody to  
4     ascertain whether or not Ford's policy changed?

5           A.     No.

6           Q.     At the -- at the employee meetings,  
7     did anyone speak to personal days?

8           A.     I don't remember, but I know it was a  
9     difference in -- you know, from what Ford had  
10    offered at the time. But I don't remember any  
11    specific questions being asked.

12          Q.     What about bereavement leave, do you  
13    remember anyone speaking specifically to  
14    bereavement leave at any of these meetings?

15          A.     No.

16          Q.     You testified that you were given the  
17    impression that there would possibly be more  
18    opportunities available in CVT. Who gave you that  
19    impression?

20          A.     That was Karl Kehr during his  
21    presentation and also Dave Adams.

22          Q.     What did Mr. Kehr say that gave you  
23    that impression?

24          A.     I think when he was, again, giving his

1 opinion on where we were heading and what the Zed-F  
2 move was going to mean to the plant, and overall  
3 down the road, that the people who were going to be  
4 able to transfer over, that there would be  
5 opportunity to go to CVT because that was the  
6 business of the future. And Dave Adams also  
7 emphasized that they needed experienced people to  
8 help with that.

9 Q. Did either Mr. Kehr or Mr. Adams say  
10 when that opportunity would materialize?

11 A. They didn't say. There wasn't no time  
12 period, but there was -- there was a -- I think  
13 just a general understanding or interpretation that  
14 that meant -- you know, hopefully as soon as  
15 possible.

16 Q. You didn't understand that to mean at  
17 day one, you'd be working on CVT, did you?

18 A. No, because at that time, CVT wasn't  
19 really set up and it was only -- mainly engineering  
20 group. It wasn't even on the floor yet. No  
21 equipment had been installed or anything.

22 Q. So it was your understanding that at  
23 some unknown date in the future, you'd get the  
24 opportunity to work --

1           A.     Right.

2           Q.     -- in CVT? While you were at Ford  
3     the -- I guess six, six and a half years or so that  
4     you were there, did your job assignment ever  
5     change?

6           A.     Basically had the same job, different  
7     shifts.

8           Q.     Different shifts? Well, what about  
9     different departments? Were you ever assigned to  
10    work in different departments?

11          A.     No. Pretty well been in the same  
12    area. I mean, I had different areas that I  
13    covered, but the same side of the plant. I guess  
14    we call it east side, west side. I been on the  
15    east side basically the whole time I been there,  
16    but I -- I covered or been responsible for  
17    providing maintenance to different departments  
18    within that east side.

19          Q.     So at times, then, which departments  
20    that you were responsible to provide maintenance to  
21    changed?

22          A.     Well, they changed and what areas I  
23    covered changed --

24          Q.     Okay.

1 A. -- combination of the two.

2 Q. Sure. And the decision as to whether  
3 the departments or the areas that you covered were  
4 going to change, that was a decision made by  
5 someone at Ford while you were there, right?

6 A. Yeah, your job assignment.

7 Q. I mean, your boss told you where to go  
8 and you went there?

9 A. Yeah, your job assignment, yeah.

10 Q. Okay. You testified about complaints  
11 that you've made to -- well, about conversations  
12 with Len Sennish and the letter that Mr. Sennish  
13 was sent. Have you personally ever complained to  
14 anyone at Ford about your complaints in this  
15 lawsuit?

16 A. I personally haven't, no.

17 Q. Why not?

18 A. Well, at this point in time, I figured  
19 that the people at the plant that were available --  
20 you know, were for Zed-F and that they were the  
21 available people basically running the plant. So  
22 that's where we would go first.

23 Q. Okay. Now, in the years that you were  
24 at Ford, the things that you've classified as sort

1 of conditions of employment, your compensation,  
2 bonus, merit, et cetera, you understood that at  
3 Ford, at least, those things were subject to  
4 change, didn't you?

5 A. Well, I'll answer it this way. Yeah,  
6 while I was at Ford, I understand different things  
7 could be changed, okay? But the difference I think  
8 in this situation is that when we went from one  
9 company to another as a transition employee and  
10 what discussions we had and what we got in writing,  
11 that for people to be able to change something  
12 without at least consulting with us or -- or  
13 discussing it with us or doing whatever they want  
14 is not right. But your initial question with Ford,  
15 yeah, during that time --

16 Q. So if I understand your claim in this  
17 case, it's that at least before making these  
18 changes, ZF should have told you what they were  
19 going to do?

20 A. Well, they should have -- I think at  
21 least tried to live up to what was in their  
22 agreement.

23 Q. Should have tried to or they should  
24 have definitely?

1 A. Well, they should have --

2 Q. Okay.

3 A. Should have, yeah.

4 Q. Now, while you were at Ford, you  
5 didn't have any sort of written agreement that said  
6 the company couldn't change your terms and  
7 conditions of employment, did you?

8 A. When I was at Ford, that was not an  
9 issue. At the time I was at Ford --

10 Q. No, I understand. I'm simply asking  
11 whether you had such an agreement at Ford?

12 A. No. Not similar to the agreement  
13 we've got here.

14 Q. And I want to know whether you had any  
15 agreement with Ford that said Ford couldn't change  
16 your terms and conditions of employment?

17 A. No, not that I'm aware of.

18 Q. And, in fact, while you were at Ford,  
19 terms and conditions of your employment did change  
20 from time to time, didn't they?

21 A. I don't remember a whole lot changing.  
22 There might have been some things, but I don't  
23 remember.

24 Q. Did you ever get a raise while you

1       were there?

2               A.     Yeah.

3               Q.     And the raise was determined by the  
4       company, in terms of telling you how much it was  
5       going to be, right?

6               A.     Yes, that was their merit review  
7       policy.

8               Q.     Did your -- any of your benefits ever  
9       change while you worked at Ford?

10              A.     I would say maybe vision or -- I was  
11      just trying to think of something back that  
12      changed. I think most of them pretty well stayed  
13      the same or --

14              Q.     Health -- I'm sorry. I didn't mean to  
15      cut you off.

16              A.     Yeah, like the vision, I think, may  
17      have changed.

18              Q.     Health insurance premiums ever  
19      increase while you were at Ford?

20              A.     I think they did go up a little, yeah.

21              Q.     And I take it that when the health  
22      insurance premiums came up, the company just told  
23      you they were going up, right?

24              A.     Yeah.

1 Q. They didn't ask you if it would be  
2 okay with you --

3 A. No.

4 Q. -- if they went up, right?

5 A. But that's a benefit. I didn't see  
6 that being -- that's -- they can do that. That's a  
7 benefit.

8 Q. Okay. Now, and your profit sharing  
9 bonus, that -- the amount that you received varied  
10 from year to year, didn't it?

11 A. Mm-hmm, based on a written program,  
12 yeah, on a percentage that was announced. So,  
13 yeah, it could vary. And it did, I think, you  
14 know.

15 Q. Were there ever any years at Ford that  
16 you didn't receive a profit sharing?

17 A. Not that I can remember. I think the  
18 first year -- I started in August, so I wasn't  
19 eligible. I don't know if they got anything that  
20 year or not. I think every year that I was there,  
21 they -- they did have some type of profit sharing.

22 Q. While you were with Ford, did they  
23 change the profit sharing to be a performance bonus  
24 plan? Do you recall that happening?



1 A. No.

2 Q. Mr. Vories, you've been handed what's  
3 been marked as Exhibit 106, which I'll submit to  
4 you -- which is a document that Ford produced in  
5 this case that came from your personnel file. And  
6 I'll ask you first, do you remember signing this  
7 document before?

8 A. No.

9 Q. Is that your signature that appears at  
10 the bottom left?

11 A. Yeah, looks like my signature.

12 Q. Do you have any reason to dispute that  
13 this is a document you signed while you worked for  
14 Ford?

15 A. No. I'm sure I signed it.

16 Q. Okay. Mr. Vories, Exhibit 107 appears  
17 to be an application for employment that you  
18 completed when you applied to work at Ford. Is  
19 that what that is?

20 A. Yes.

21 Q. Okay. And this is your handwriting on  
22 this document?

23 A. Right.

24 Q. On the second page, is that your

1 signature?

2 A. Right.

3 Q. I'm done with those. You're free to  
4 put those away. Now, Mr. Vories, you testified to  
5 various promises, representations, whatever you  
6 want to call them, that you believe were made to  
7 you that hadn't been kept by ZF Batavia. I tried  
8 to keep pretty good notes. I just want to make  
9 sure I've captured them all.

10 First of all, I believe you said  
11 overtime, AIP, personal days, bereavement and  
12 opportunities at CVT?

13 A. That's correct.

14 Q. Is that all? Are there any others  
15 that you believe ZF Batavia haven't fulfilled?

16 A. Not that I can think of at this point.

17 Q. Now, scratch that. With respect to  
18 overtime, AIP, personal days and bereavement, the  
19 changes that have been made to those various  
20 policies or benefits, are you aware of anyone from  
21 Ford being involved in any of those changes?

22 A. Repeat that again --

23 Q. Sure.

24 A. -- just to be sure.

1           Q.     With respect to the various changes  
2     that you have said have been made and are at issue  
3     in this case, I believe you said overtime, AIP,  
4     personal days and bereavement.

5                     As you sit here today, do you have any  
6     reason to believe that Ford was involved in making  
7     those changes?

8           A.     I can't say that I 100 percent am sure  
9     that Ford was involved with it. But, again, with  
10    Ford being part of the board and the board of  
11    directors and the operations of the joint  
12    venture -- you know, I would hope that someone from  
13    Ford would have been aware of the changes that they  
14    were making -- you know, prior to them making  
15    them --

16          Q.     Other than --

17          A.     -- in other words.

18          Q.     I'm sorry. I didn't mean to cut you  
19    off. Were you finished?

20          A.     (Witness nodded.)

21          Q.     Other than possibly being involved  
22    through membership on the board of directors, are  
23    you aware of any other way that Ford was involved  
24    with any of these changes?

1 A. No.

2 Q. With respect to CVT opportunities, are  
3 you aware of anyone at Ford that's involved in the  
4 decision as to whether or not to assign you to CVT?

5 A. No.

6 Q. When Hassan spoke to you about ZF and  
7 essentially told you -- you know, I think you can  
8 trust these guys, they put it in writing. You  
9 believed him at the time, didn't you?

10 A. Definitely.

11 Q. And do you have any reason to believe  
12 that Hassan was not being truthful with you?

13 A. No.

14 Q. Or that Hassan knew some year or two  
15 or more down the road that ZF was going to make  
16 changes to certain of its policies?

17 A. Well, I hope not.

18 Q. As far as you know, he didn't know  
19 that was going to happen, right?

20 A. I don't believe so --

21 Q. Okay.

22 A. -- but I can't -- I can't say a  
23 hundred percent. But I'd have to say what  
24 discussions I had with him, I'm not aware of

1 anything.

2 Q. How about Mr. Kehr, do you have any  
3 reason to believe that Mr. Kehr knew that there  
4 were going to be changes a year, two years or more  
5 down the road?

6 A. Well, I listened to Mr. Kehr's  
7 deposition and I can't say that I would agree with  
8 that a hundred percent.

9 Q. Okay. Prior to --

10 A. I can't say I have any proof that he  
11 does or he doesn't.

12 Q. Okay.

13 A. That's just my personal opinion.

14 Q. And prior to listening to Mr. Kehr's  
15 deposition, did you have any reason to believe that  
16 Mr. Kehr knew that a year, two years, three years  
17 down the road from these employee meetings, that ZF  
18 Batavia was going to make the specific policy  
19 changes that are at issue in this case?

20 A. I can't say that.

21 Q. Same question for Mr. Adams.

22 A. No, not off the top -- off the top of  
23 my head, I can't say that's the case. I just -- I  
24 feel that they had involvement with hopefully

1 putting this together. Mr. Kehr said he did and  
2 was closely related on the conditions that were  
3 discussed, promised, agreed, whatever you want  
4 to -- term you want to use. What he knew beyond  
5 that, I don't know.

6 Q. Okay. You understood, didn't you,  
7 that when you went up to Mike Warden's office,  
8 signed the offer letter, that you were accepting  
9 employment with ZF Batavia?

10 A. Right.

11 Q. And that you would be working for ZF  
12 Batavia in the future and not for Ford?

13 A. Right.

14 Q. Mr. Vories, do you know who Eddie  
15 Adams is?

16 A. Yes, I do.

17 Q. Who is Eddie Adams?

18 A. He's -- I don't know if I got his  
19 title right, but I think a skilled trades -- he's  
20 not the committeeman, but the head guy for the  
21 skilled trades, hourly people, union.

22 Q. He's associated with the UAW?

23 A. Right.

24 Q. Is he also an employee at the plant?

1 A. Right.

2 Q. Do you know, is he a Ford employee or  
3 a ZF Batavia employee?

4 A. He's ZF. Or, no, he isn't. Excuse  
5 me. He's Ford. I'm wrong. He's Ford.

6 Q. So he was an hourly employee before  
7 the joint venture, then?

8 A. Right --

9 Q. Okay.

10 A. -- he still is.

11 Q. Have you had any conversations with  
12 Mr. Adams about this lawsuit?

13 A. Have I, personally?

14 Q. Yes.

15 A. No.

16 Q. Are you aware of any conversations  
17 that any of the plaintiffs in this case have had  
18 with Mr. Adams about this lawsuit or the claims  
19 that are at issue in this lawsuit?

20 MR. SIMON: Objection. Instruct not  
21 to answer to the extent that, to answer that  
22 question, he has to disclose any conversation where  
23 I was present or any conversation where -- when  
24 other plaintiffs have been present and they've been

1 investigating the case on my instruction.

2 A. No. As far as I know, I don't know of  
3 anybody that's had conversations, but I wasn't  
4 there or around any, that I'm with aware of.

5 Q. Has Mr. Adams ever told you that he  
6 met with your lawyers?

7 A. No, I haven't talked with him. The  
8 only thing I've talked to Mr. Adams about in the  
9 last years have been union issues.

10 Q. As you sit here today, are you aware  
11 of any specific knowledge that Mr. Adams has that's  
12 relevant to this case?

13 A. The only thing I heard is a rumor and  
14 this was way back when, that there was a meeting  
15 that he attended with Ford, along with Zed-F  
16 management and Ford at some meeting up in Detroit.  
17 And all the details of what was discussed, I don't  
18 know. But there was some type of meeting that they  
19 went to and some comments made during that meeting  
20 that --

21 Q. What were those comments?

22 A. -- that may or may not -- the only  
23 thing I heard, it had something to do with -- you  
24 know, Ford in the plant, trying to get the



1 production running correctly or to the right  
2 levels.

3 Q. Comments about Ford trying to get  
4 production running?

5 A. About Ford making comments about the  
6 operation of the plant in regards to getting the  
7 numbers that they needed.

8 Q. Do you know specifically what the  
9 comments were?

10 A. No.

11 Q. Do you know when this meeting was?

12 A. No, I don't know the exact time. I  
13 know it was back a couple years.

14 Q. Was it after the joint venture?

15 A. Yep.

16 Q. It was before the lawsuit, which I  
17 believe was filed in the summer --

18 A. I believe so --

19 Q. -- of '02?

20 A. -- but I'm not 100 percent sure. And  
21 it was just rumors that were flying around on the  
22 floor because of anything that's union or  
23 management gets out on the floor of any type of  
24 meeting sometimes is rumor mill. That's the only

1       thing that I've heard.

2               Q.     In the time that you've known  
3       Mr. Adams, has he ever been a salaried employee?

4               A.     No, that I'm aware of.   Not since I've  
5       been there.

6               Q.     Do you know, is he involved at all in  
7       decisions that affect salaried employees?

8               A.     Not that I'm aware of.

9               Q.     These meetings that were -- you  
10       testified about, employee meetings where  
11       transitional employees attended, did hourly  
12       employees attend those meetings as well?

13              A.     Not these specific meetings that  
14       were -- this agenda was covered in.   Now, we did  
15       have a major plant meeting out in the open area in  
16       front of the cafeteria.

17              Q.     When the JV was first announced?

18              A.     Right.

19              Q.     Okay.   Setting aside that meeting,  
20       these other meetings where there were salaried  
21       employees only, I take it Eddie Adams never  
22       attended any of those meetings that you're aware  
23       of?

24              A.     Not that I'm aware of.

1 Q. Who do you currently report to, Mr.  
2 Vories, at the plant?

3 A. My boss is Kevin Bryan, right now on  
4 afternoons. He's the MPS.

5 Q. Is he a ZF employee?

6 A. Yes.

7 Q. Do you know who his boss is?

8 A. Milt Gross.

9 Q. Milt Gross is also a ZF employee?

10 A. He's a transitional employee, I  
11 believe. I might be wrong there, too.

12 Q. Same as yourself, as far as you know?

13 A. I believe so. I'm not sure because he  
14 transferred in from another plant. So he might  
15 have come in later, but he's Zed-F. He's not Ford.

16 Q. When you accepted the offer with ZF  
17 Batavia, did you get a raise over what you'd been  
18 making at Ford?

19 A. I think I got basically the same  
20 amount.

21 Q. The documents I reviewed showed that  
22 your starting ZF salary was about \$7,000 more than  
23 your last Ford salary. Is that not right, as far  
24 as you can recollect?

1           A.     If it -- somebody got that money, I  
2 got to find out who.

3           Q.     You know what? I'm sorry. You're  
4 correct. Looks like it was about \$60 more.

5           A.     There you go.

6           Q.     I looked at the wrong person.

7           A.     Be looking for it.

8           Q.     But since you've been at ZF Batavia,  
9 your gross annual wages have been more than what  
10 they were at Ford, haven't they?

11          A.     Yeah, my wages have gone up a little  
12 bit, yeah.

13          Q.     You also worked more overtime than you  
14 did while you were at Ford?

15          A.     I'd say it stays about the same, quite  
16 a bit of overtime.

17          Q.     Setting aside the one year that you  
18 didn't receive an AIP bonus, I take it you've  
19 received an AIP every other year?

20          A.     Yes. Or I guess I should -- I want to  
21 make that clear, too, because I wouldn't say every  
22 year, but every year that the AIP was paid, except  
23 for the one year I got something. I can't remember  
24 if the AIP was paid every year or not.

1 Q. Okay. And your claim in this case  
2 with regard to the AIP is just for that one  
3 specific year that you weren't paid anything --

4 A. That's correct.

5 Q. -- when other people were?

6 A. That's correct.

7 MR. VANWAY: Okay, gotcha.

8 Mr. Vories, I don't think I have any -- any other  
9 questions right now. Thank you.

10 (10:53 a.m.)

11 MR. HUNTER: Just a couple of  
12 questions.

13 EXAMINATION

14 BY MR. HUNTER:

15 Q. With respect to your timecards,  
16 Mr. Vories, we talked about that at length. Do you  
17 recall?

18 A. Mm-hmm.

19 Q. Did -- have you ever been approached  
20 by anybody at ZF Batavia regarding your timecard or  
21 any inaccuracies or inconsistencies on that  
22 timecard?

23 A. Yeah, just recently they didn't pay me  
24 for an hour, two hours.

1 Q. Well, okay. They didn't pay you. Was  
2 that because there was a mistake made?

3 A. By them?

4 Q. Yes.

5 A. Yeah.

6 Q. Okay. And I think you threatened to  
7 call your attorney if that wasn't correct the same  
8 day that mistake was made?

9 A. Basically what I said is I needed it  
10 by Friday.

11 Q. And if you didn't get it by Friday,  
12 what was going to happen?

13 A. I didn't say anything was going to  
14 happen, other than I need it by Friday.

15 Q. And it was clearly just a clerical  
16 error by Batavia?

17 A. I don't know what the reason was.

18 Q. I think you made the comment it was a  
19 mistake. The company made a mistake, correct?

20 A. Somebody made a mistake that checks my  
21 timecard, yeah.

22 Q. Okay. And, in fact, you have been now  
23 compensated for that time, correct?

24 A. No.

1 Q. Still haven't been?

2 A. It won't be till the next check, if I  
3 interpreted Herb's memo right.

4 Q. All right. And the next check comes  
5 out -- is it Friday? I don't remember what today's  
6 date is --

7 A. Yeah.

8 Q. -- but your understanding is that the  
9 company is going to correct that mistake, correct?

10 A. Correct.

11 Q. And that was a -- I think, again, a  
12 calculation with respect to overtime?

13 A. Right.

14 Q. Other than that, have there been any  
15 issues with respect to your time reporting or  
16 otherwise?

17 A. No, they didn't pay me shift  
18 differential not too long ago.

19 Q. Okay.

20 A. They corrected that.

21 Q. Okay.

22 A. And other than that, off the top of my  
23 head, I'm not aware of anything.

24 MR. HUNTER: Okay. I have nothing

1 further.

2 MR. SIMON: Okay. We're done. Off  
3 the record.

4 (Deposition concluded at 10:55 a.m.)

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Gary Vories

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1 C E R T I F I C A T E

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3 STATE OF OHIO :

4 : SS

5 COUNTY OF HAMILTON :

6

7 I, Susan M. Barhorst, a Notary Public in  
8 and for the State of Ohio, duly commissioned and  
9 qualified, do hereby certify that prior to the  
10 giving of this deposition the within-named GARY  
11 VORIES was by me first duly sworn to testify the  
12 truth, the whole truth, and nothing but the truth;  
13 that the foregoing pages constitute a true,  
14 correct, and complete transcript of the testimony  
15 of said deponent, which was recorded in stenotypy  
16 by me, and on the 20th day of October 2003 was  
17 submitted to counsel for deponent's signature.

18 I further certify the within deposition was  
19 duly taken before me at the time and place stated,  
20 pursuant to the Federal Rules of Civil Procedure;  
21 that I am not counsel, attorney, relative or  
22 employee of any of the parties hereto, or their  
23 counsel, or financially or in any way interested in  
24 the within action, and that I was at the time of

1 taking said deposition a Notary Public in and for  
2 the State of Ohio.

3 IN WITNESS WHEREOF, I have hereunto set my  
4 hand and notarial seal at Cincinnati, Ohio, this  
5 day of October 2003.

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Susan M. Barhorst, Notary Public  
in and for the State of Ohio.  
My commission expires  
February 18, 2004

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